

NOTE

10-22-19.

NEW BUSINESS

MAYOR'S OFFICE COORDINATORS REPORT

OVERALL STATUS (please circle): ☒ **APPROVED** ☐ **DENIED** ☐ **N/A** ☐ **CANCELED**

Petition #: 1093 Event Name: 2019 Winter Magic Events

Event Date: November 22, 2019 - March 8, 2019

Street Closure: Various

Organization Name: Downtown Detroit Partnership

Street Address: 1 Campus Martius Detroit, MI 48226

Receipt date of the COMPLETED Special Events Application:	
Date of City Clerk's Departmental Reference Communication:	
Due date for City Departments reports:	
Due date for the Coordinators Report to City Clerk:	

Event Elements (check all that apply):

- | | | | |
|------------------------------------|--|--|--|
| <input type="checkbox"/> Walkathon | <input type="checkbox"/> Carnival/Circus | <input type="checkbox"/> Concert/Performance | <input type="checkbox"/> Run/Marathon |
| <input type="checkbox"/> Bike Race | <input type="checkbox"/> Religious Ceremony | <input type="checkbox"/> Political Ceremony | <input type="checkbox"/> Festival |
| <input type="checkbox"/> Filming | <input type="checkbox"/> Parade | <input type="checkbox"/> Sports/Recreation | <input type="checkbox"/> Rally/Demonstration |
| <input type="checkbox"/> Fireworks | <input type="checkbox"/> Convention/Conference | <input checked="" type="checkbox"/> Other: <u>Park Programming</u> | |
- ☒ **24-Hour Liquor License**

Petition Communications (include date/time)

The Downtown Detroit Partnership will host their winter events at Campus Martius Park, Cadillac Square, Esplanade, Grand Circus Park and Capitol Park; temporary street closures on Woodward, Michigan, Monroe & Cadillac Square for the Detroit Tree Lighting.

** ALL permits and license requirements must be fulfilled for an approval status **

Date	Department	N/A	APPROVED	DENIED	Additional Comments
	DPD	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	DPD Assisted Event; Contracted with Eagle Security to Provide Private Security Services
	DFD/EMS	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Pending Inspections; Contracted with Hart Medical to Provide Private Security Services
	DPW	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	ROW Permit Required
	Health Dept.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Temporary Food License Required

CITY CLERK 2019 OCT 10 PM5:01

OCT 17 2019 MTNB PC-L(20)

Date	Department	N/A	APPROVED	DENIED	Additional Comments
	TED	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Type III Barricades & Detour Signage Required
	Recreation	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Application Received & Approved as Presented
	Bldg & Safety	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Permits Required for Tents, Stages & Generators
	Bus. License	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Business License & Liquor License Required
	Mayor's Office	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	All Necessary permits must be obtained prior to event. If permits are not obtained, departments can enforce closure of event.
	Municipal Parking	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Purchase of Parking Meters & No Parking Signs Required
	DDOT	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Low Impact on Buses

MAYOR'S OFFICE

Signature: B. Ausher

Date: 10-9-19

City of Detroit
OFFICE OF THE CITY CLERK

Janice M. Winfrey
City Clerk

Andre P. Gilbert II
Deputy City Clerk

DEPARTMENTAL REFERENCE COMMUNICATION

Thursday, September 19, 2019

To: The Department or Commission Listed Below

From: Janice M. Winfrey, Detroit City Clerk

The following petition is herewith referred to you for report and recommendation to the City Council.

In accordance with that body's directive, kindly return the same with your report in duplicate within four (4) weeks.

MAYOR'S OFFICE DPW - CITY ENGINEERING DIVISION
PLANNING AND DEVELOPMENT DEPARTMENT POLICE DEPARTMENT
FIRE DEPARTMENT BUSINESS LICENSE CENTER
TRANSPORTATION DEPARTMENT MUNICIPAL PARKING DEPARTMENT

1093 *Detroit 300 Conservancy / Downtown Detroit Partnership, request to hold "2019 Winter Magic Events" at DDP Operated Downtown City Parks and Public Spaces starting 11/22/19 and ending 3/1/20 from 8:00 am to 8:00 pm with set-up beginning 10/21/19 and tear down completion 4/1/20*

City of Detroit Special Events Application

11/22/19

1093

Successful events are the result of advance planning, effective communication and teamwork. The City of Detroit will be strictly adhering to the Special Events Guidelines; please print them out for reference. Petitioners are required to complete the information below so that the City of Detroit may gain a thorough understanding of the scope and needs of the event. This form must be completed and returned to the Special Events and Film Handling Office at least **60 days** prior to the first date of the event. If submitted later than 60 days prior, application is subject to denial. Please type or print clearly and attach additional sheets and maps as needed.

Section 1- GENERAL EVENT INFORMATION

Event Name: 2019 WINTER MAGIC EVENTS

Event Location: DDP OPERATED DOWNTOWN CITY PARKS AND PUBLIC SPACES

Is this going to be an annual event? ☒ Yes ☐ No

Section 2- ORGANIZATION/APPLICANT INFORMATION

Organization Name: DETROIT 300 CONSERVANCY/DOWNTOWN DETROIT PARTNERSHIP

Organization Mailing Address: 1 CAMPUS MARTIUS, SUITE 380, DETROIT, MI 48226

Business Phone: 313-715-9944

Business Website: DowntownDetroitParks.com

Applicant Name: HEATHER BADRAK

Business Phone: 313-715-9944

Cell Phone: 313-715-9944

Email: HBADRAK@DETROIT300.ORG

Event On-Site Contact Person:

Name: DAVID COWAN

Business Phone: 734-377-3472

Cell Phone: 734-377-3472

Email: david.cowan@downtowndetroit.org

Event Elements (check all that apply)

☐ Walkathon

☐ Carnival/Circus

☐ Concert/Performance

☐ Run/Marathon

☐ Bike Race

☐ Religious Ceremony

☐ Political Event

☐ Festival

☐ Filming

☐ Parade

☐ Sports/Recreation

☐ Rally/Demonstration

☐ Convention/Conference

☐ Fireworks

☒ Other: PARK PROGRAMMING

Projected Number of Attendees: 1M OVER SEASON

Please provide a brief description of your event:

11/6/19: TREE ARRIVAL

11/22/19: DETROIT'S TREE LIGHTING

11/15 - 17: RINK PREVIEW WEEKEND (WEATHER PERMITTING)

11/22/19 - 3/1/20: THE RINK

11/22/19 - 1/31/20: THE SALVATION ARMY RED KETTLE

11/22, 23, 29, 30, 12/6, 7, 13, 14, 20, 21, 27, 28: HORSE & CARRIAGE RIDES (+ 12/23, 24, 26 & 30 IF FUNDED)

1/6/20 - 2/25/20: BROOMBALL LEAGUE

What are the projected set-up, event and tear down dates and times (must be completed)?

Begin Set-up Date 10/21/19 Time: 8A Complete Set-up Date: 11/22/19 Time: 8A

Event Start Date: 11/22/19 Time: 5P Event End Date: 3/1/20 Time: 8P

Begin Tearing Down Date: 3/1/20 Complete Tear Down Date: 4/1/20

Event Times (If more than one day, give times for each day):

11/6/19: TREE ARRIVAL, 9A - 4P, 11/22/19: DETROIT'S TREE LIGHTING, 5P - 12A, 11/15 - 17: RINK PREVIEW WEEKEND (WEATHER PERMITTING) FRI 5P - 12A, SAT, 10A - 12A, SUN 12P - 8P, 11/22/19 - 3/1/20: THE RINK, M - TH, 11A-10P, F 11A-12A, SA 10A - 12A, SU 12P - 8P, 11/22/19 - 1/31/20: THE SALVATION ARMY RED KETTLE, OPEN DAILY, 11/22, 23, 29, 30, 12/6, 7, 13, 14, 20, 21, 27, 28: HORSE & CARRIAGE RIDES (11/22/19 - 3/1/20) (30% FUNDED) 6P - 12A 11/6/20 - 3/25/20: BROOMBALL LEAGUE 6P - 10P 11/22/19 - 3/1/20

Section 3- LOCATION/SITE INFORMATION

Location of Event: CAMPUS MARTIUS PARK, CADILLAC SQUARE, ESPLANADE, GRAND CIRCUS AND CAPITOL

Facilities to be used (Check) Street Sidewalk Park ☒ City

Please attach a copy of Port-a-John, Sanitation, and Emergency Medical Agreements as well as a site plan which illustrates the anticipated layout of your event including the following:

- Public entrance and exit
- Location of merchandising booths
- Location of food booths
- Location of garbage receptacles
- Location of beverage booths
- Location of sound stages
- Location of hand washing sinks
- Location of portable restrooms
- Location of First Aid
- Location of fire lane
- Proposed route for walk/run
- Location of tents and canopies
- Sketch of street closure
- Location of bleachers
- Location of press area
- Sketch of proposed light pole banners

You will be prompted to upload these attachments upon submitting this form

Section 4- ENTERTAINMENT

Describe the entertainment for this year's event:

Dynamic local and national entertainment and figure skaters for Tree Lighting, comcast music on Rink

Will a sound system be used? ☒ Yes ☐ No

If yes, what type of sound system? House sound, amplified sound.

Describe specific power needs for entertainment and/or music:

Park power

How many generators will be used? (1) on Michigan for Tree Lighting

How will the generators be fueled?
Diesel

Name of vendor providing generators:

Contact Person: JAMES WERHLE, XYZ POWER

Address: 3549 ALIDA AVE.

Phone: 248-875-6070

City/State/Zip: ROCHESTER HILLS, MI 48309

Section 5- SALES INFORMATION

Will there be advanced ticket sales? ☐ Yes ☒ No
If yes, please describe:

Will there be on-site ticket sales? ☒ Yes ☐ No
If yes, list price(s):

Will there be vending or sales? ☒ Yes ☐ No
If yes, check all that apply:

☒ Food ☒ Merchandise ☒ Non-Alcoholic Beverages ☒ Alcoholic Beverages

Indicate type of items to be sold:

FOOD TRUCKS, WORKING WITH PARC TO ADD-A-BAR ON MICHIGAN, PREFERRED SEATING AT TREE LIGHTING AND RINK ADMISSION

Section 6- PUBLIC SAFETY & PARKING INFORMATION

Name of Private Security Company: EAGLE SECURITY

Contact Person: MATT WARNER

Address:

Phone:

City/State/Zip:

Number of Private Security Personnel Hired Per Shift:

Are the private security personnel (check all that apply):

☐ Licensed

☐ Armed

☐ Bonded

How will you advise attendees of parking options?
Website

Section 7- COMMUNICATION & COMMUNITY IMPACT INFORMATION

How will your event impact the surrounding community (i.e. pedestrian traffic, sound carryover, safety)?
ROAD CLOSURE FOR TREE LIGHTING

Have local neighborhood groups/businesses approved your event?

☒ Yes ☐ No

Indicate what steps you have or will take to notify them of your event:

DDP COMMUNITY OUTREACH WITH ROAD CLOSURES FOR TREE LIGHTING

Section 8- EVENT SET-UP

Complete the appropriate categories that apply to the event **Structure**

	How Many?	Size/Height
Booth		
Tents (enclosed on 3 sides)	(5) larger than 10 x 10	S&R permits all winter setup and Tree Lighting
Canopy (open on all sides)		
Staging/Scaffolding	(1)	20 x 24
Bleachers		

Section 9- COMPLETE ALL THAT APPLY

Emergency medical services?

Contact Person: : Hart Medical for Detroit's Tree Lighting

Address: 220 Bagley, Suite 912

City/State/Zip: Detroit, MI 48226

Name of company providing port-a-johns: Scotty's Potties

Contact Person: : Lori Proctor

Address: PO Box 530845

Phone: 734-421-1400

City/State/Zip: Livonia, MI 48153

Name of private catering company? N/A

Contact Person:

Address:

Phone:

City/State/Zip:

SPECIAL USE REQUESTS

List any streets or possible streets you are requesting to be closed. Include the day, date, and time of requested closing and reopening. Neighborhood Signatures must be submitted with application for approval. **Barricades are not available from the City of Detroit.**

Attach a map or sketch of the proposed area for closure.

STREET NAME: WOODWARD

FROM: STATE TO: LARNED

CLOSURE DATES: 11/22/19 BEG TIME: 12:01A END TIME:

REOPEN DATE: 11/23/19, BY 8A TIME:

STREET NAME: MICHIGAN

FROM: GRISWOLD TO: WOODWARD

CLOSURE DATES: 11/21 BEG TIME: 8P END TIME:

REOPEN DATE: 11/23, BY 8A TIME:

STREET NAME: MONROE

FROM: FARMER TO: WOODWARD

CLOSURE DATES: 11/21 BEG TIME: 8P END TIME:

REOPEN DATE: 11/23, BY 8A TIME:

STREET NAME: EAST & WESTBOUND CADILLAC SQUARE

FROM: BATES TO: WOODWARD

CLOSURE DATES: 11/22/19 BEG TIME: 12:01A END TIME:

REOPEN DATE: 11/23/19, BY 8A TIME:

STREET NAME: _____

FROM: _____ TO: _____

CLOSURE DATES: _____ BEG TIME: _____ END TIME:

REOPEN DATE: _____ TIME:

PLEASE ADD IMPORTANT INFORMATION BELOW AND ATTACH A COPY OF THE FOLLOWING:

- 1) CERTIFICATE OF INSURANCE**
- 2) EMERGENCY MEDICAL AGREEMENT**
- 3) SANITATION AGREEMENT**
- 4) PORT-A-JOHN AGREEMENT**
- 5) COMMUNITY COMMUNICATION**

AUTHORIZATION & AFFADAVIT OF APPLICANT

I certify that the information contained in the foregoing application is true and correct to the best of my knowledge and belief that I have read, understood and agreed to abide by the rules and regulations governing the proposed Special Event, and I understand that this application is made subject to the rules and regulations established by the Mayor or the Mayor's designee. Applicant agrees to comply with all other requirements of the City, County, State, and Federal Government and any other applicable entity, which may pertain to Special Events. I further agree to abide by these rules, and further certify that I, on behalf of the Event agree to be financially responsible for any costs and fees that may be incurred by or on behalf of the Event, to the City of Detroit.

Signature of Applicant
Heather Badrak
City of Detroit

08/22/2019

Signature of Applicant

Date

NOTE: Completion of this form does not constitute approval of your event. Pending review by the Special Events Management Team, you will be notified of any requirements, fees, and/or restrictions pertaining to your event.

HOLD HARMLESS AND INDEMNIFICATION

The Applicant agrees to indemnify and hold the City of Detroit (which includes its agencies, officers, elected officials, appointed officials and employees) harmless from and against injury, loss, damage or liability (or any claims in respect of the foregoing including claims for personal injury and death, damage to property, and reasonable outside attorney's fees) arising from activities associated with this permit, except to the extent attributable to the gross negligence or intentional act or omission of the City.

Applicant affirms that Applicant has read and understands the Hold Harmless and Indemnification provision and agrees to the terms expressed therein.

Event Name: WINTER MAGIC Event
Date: 11/22/19 - 3/1/19

Event Organizer:
DOWNTOWN DETROIT PARTNERSHIP

Applicant Signature:

Signature of Applicant
Heather Badrak
City of Detroit

Date: 08/22/2019

2019-09-19

1093

1093 *Petition of Detroit 300 Conservancy /
Downtown Detroit Partnership,
request to hold "2019 Winter Magic
Events" at DDP Operated Downtown
City Parks and Public Spaces starting
11/22/19 and ending 3/1/20 from 8:00
am to 8:00 pm with set-up beginning
10/21/19 and tear down completion
4/1/20*

REFERRED TO THE FOLLOWING DEPARTMENT(S)

MAYOR'S OFFICE DPW - CITY ENGINEERING DIVISION
PLANNING AND DEVELOPMENT DEPARTMENT POLICE
DEPARTMENT
FIRE DEPARTMENT BUSINESS LICENSE CENTER
TRANSPORTATION DEPARTMENT MUNICIPAL

MAYOR'S OFFICE COORDINATORS REPORT

2

~~ASB~~

OVERALL STATUS (please circle): ☒ **APPROVED** ☐ **DENIED** ☐ **N/A** ☐ **CANCELED**

Petition #: 1112 Event Name: 2019 Beacon Park Winter Events

Event Date: November 22 - December 31, 2019

Street Closure: None

Organization Name: Downtown Detroit Partnership

Street Address: 1 Campus Martius Detroit, MI 48226

Receipt date of the COMPLETED Special Events Application:	
Date of City Clerk's Departmental Reference Communication:	
Due date for City Departments reports:	
Due date for the Coordinators Report to City Clerk:	

Event Elements (check all that apply):

- | | | | |
|------------------------------------|--|--|--|
| <input type="checkbox"/> Walkathon | <input type="checkbox"/> Carnival/Circus | <input type="checkbox"/> Concert/Performance | <input type="checkbox"/> Run/Marathon |
| <input type="checkbox"/> Bike Race | <input type="checkbox"/> Religious Ceremony | <input type="checkbox"/> Political Ceremony | <input type="checkbox"/> Festival |
| <input type="checkbox"/> Filming | <input type="checkbox"/> Parade | <input type="checkbox"/> Sports/Recreation | <input type="checkbox"/> Rally/Demonstration |
| <input type="checkbox"/> Fireworks | <input type="checkbox"/> Convention/Conference | <input checked="" type="checkbox"/> Other: <u>Park Programming</u> | |
- ☒ **24-Hour Liquor License**

Petition Communications (include date/time)

The Downtown Detroit Partnership will host their winter events at Beacon Park to include: Light Up Beacon, Silent Discos, Selfies with Santa and the New Years Eve Kid's Countdown.

** ALL permits and license requirements must be fulfilled for an approval status **

Date	Department	N/A	APPROVED	DENIED	Additional Comments
	DPD	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	DPD will Provide Special Attention; Contracted with Eagle Security to Provide Private Security Services
	DFD/EMS	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Pending Inspections; Contracted with Hart Medical to Provide Private Security Services
	DPW	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	No ROW Permit Required
	Health Dept.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Temporary Food License Required

CITY CLERK 2019 OCT 10 PM5:00

OCT 17 2019 MTNB RCL (20)

Date	Department	N/A	APPROVED	DENIED	Additional Comments
	TED	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	No Barricades Required
	Recreation	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Application Received & Approved as Presented
	Bldg & Safety	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	No Permits Required
	Bus. License	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Business License & Liquor License Required
	Mayor's Office	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	All Necessary permits must be obtained prior to event. If permits are not obtained, departments can enforce closure of event.
	Municipal Parking	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	No Purchase of Parking Meters Required
	DDOT	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	No Impact on Buses

MAYOR'S OFFICE

Signature: B. Austin

Date: 10-9-19

City of Detroit
OFFICE OF THE CITY CLERK

Janice M. Winfrey
City Clerk

Andre P. Gilbert II
Deputy City Clerk

DEPARTMENTAL REFERENCE COMMUNICATION

Monday, October 14, 2019

To: The Department or Commission Listed Below

From: Janice M. Winfrey, Detroit City Clerk

The following petition is herewith referred to you for report and recommendation to the City Council.

In accordance with that body's directive, kindly return the same with your report in duplicate within four (4) weeks.

BUSINESS LICENSE CENTER MAYOR'S OFFICE
DPW - CITY ENGINEERING DIVISION PLANNING AND DEVELOPMENT DEPARTMENT
RECREATION DEPARTMENT POLICE DEPARTMENT
FIRE DEPARTMENT

1112 *Downtown Detroit Partnership, request to hold "2019 Beacon Park Winter Events" at Beacon Park, occurring from 11/22/19 to 12/31/19 with set-up beginning 11/18/19 and tear down to be completed 1/7/20.*

TBD
1112

City of Detroit Special Events Application

Successful events are the result of advance planning, effective communication and teamwork. The City of Detroit will be strictly adhering to the Special Events Guidelines; please print them out for reference. Petitioners are required to complete the information below so that the City of Detroit may gain a thorough understanding of the scope and needs of the event. This form must be completed and returned to the Special Events and Film Handling Office at least **60 days** prior to the first date of the event. If submitted later than 60 days prior, application is subject to denial. Please type or print clearly and attach additional sheets and maps as needed.

Section 1- GENERAL EVENT INFORMATION

Event Name: 2019 BEACON PARK WINTER EVENTS

Event Location: BEACON PARK, 1901 GRAND RIVER, DETROIT, MI 48226

Is this going to be an annual event? ☒ Yes ☐ No

Section 2- ORGANIZATION/APPLICANT INFORMATION

Organization Name: DOWNTOWN DETROIT PARTNERSHIP

Organization Mailing Address: 1 CAMPUS MARTIUS, SUITE 380, DETROIT, MI 48226

Business Phone: 313-715-9944

Business Website: DowntownDetroitParks.com

Applicant Name: HEATHER BADRAK

Business Phone: 313-715-9944

Cell Phone: 313-715-9944

Email: HBADRAK@DETROIT300.ORG

Event On-Site Contact Person:

Name: DAVID COWAN

Business Phone: 313.314.2707

Cell Phone: 734-377-3472

Email: david.cowan@downtowndetroit.org

Event Elements (check all that apply)

☐ Walkathon

☐ Carnival/Circus

☐ Concert/Performance

☐ Run/Marathon

☐ Bike Race

☐ Religious Ceremony

☐ Political Event

☐ Festival

☐ Filming

☐ Parade

☐ Sports/Recreation

☐ Rally/Demonstration

☐ Convention/Conference

☐ Fireworks

☒ Other: PARK PROGRAMMING

Projected Number of Attendees: THOUSANDS

Please provide a brief description of your event:

11/22, Light Up Beacon Park, 5p - midnight

11/30 & 12/14, Home for the Holidays (Silent Disco), 7p - midnight

12/15, Selfies with Santa (Family Fun), 1p - 5p

12/31 New Year's Eve Kids Countdown, 1p - 6p

100' x 60' Tent - Open Daily. Table games, eating area, lounge areas

What are the projected set-up, event and tear down dates and times (must be completed)?

Begin Set-up Date 11/18/19 Time: 08:00a Complete Set-up Date: 11/22/19 Time: 05:00p

Event Start Date: 11/22/19 Time: 05:00p Event End Date: 12/31/19 Time: 06:00P

Begin Tearing Down Date: 1/2/20 Complete Tear Down Date: 1/7/20

Event Times (If more than one day, give times for each day):

11/22, Light Up Beacon Park, 5p - midnight

11/30 & 12/14, Home for the Holidays (Silent Disco), 7p - midnight

12/15, Selfies with Santa (Family Fun), 1p - 5p

12/31 New Year's Eve Kids Countdown, 1p - 6p

Section 3- LOCATION/SITE INFORMATION

Location of Event: BEACON PARK

Facilities to be used (Check) Street Sidewalk Park ☒ City

Please attach a copy of Port-a-John, Sanitation, and Emergency Medical Agreements as well as a site plan which illustrates the anticipated layout of your event including the following:

- | | |
|-----------------------------------|--|
| -Public entrance and exit | -Location of First Aid |
| -Location of merchandising booths | -Location of fire lane |
| -Location of food booths | -Proposed route for walk/run |
| -Location of garbage receptacles | -Location of tents and canopies |
| -Location of beverage booths | -Sketch of street closure |
| -Location of sound stages | -Location of bleachers |
| -Location of hand washing sinks | -Location of press area |
| -Location of portable restrooms | -Sketch of proposed light pole banners |

You will be prompted to upload these attachments upon submitting this form

Section 4- ENTERTAINMENT

Describe the entertainment for this year's event:

VARIETY OF LOCAL TALENT, DJ'S AND FAMILY FUN

Will a sound system be used? ☒ Yes ☐ No

If yes, what type of sound system? HOUSE SOUND AND AMPLIFIED SOUND

Describe specific power needs for entertainment and/or music:

PARK POWER

How many generators will be used? NONE

How will the generators be fueled?
N/A

Name of vendor providing generators:

Contact Person:

Address:

Phone:

City/State/Zip

Section 5- SALES INFORMATION

Will there be advanced ticket sales? ☐ Yes ☒ No

If yes, please describe:

Will there be on-site ticket sales? ☐ Yes ☒ No

If yes, list price(s):

Will there be vending or sales? ☒ Yes ☐ No

If yes, check all that apply:

☒ Food

☒ Merchandise

☒ Non-Alcoholic Beverages

☒ Alcoholic Beverages

Indicate type of items to be sold:

FOOD TRUCKS, BEVERAGES SOLD BY LUMEN (LIQUOR LICENSE HOLDER) AND POTENTIAL FOR SPONSOR OR OTHER MERCHANDISE BOOTHS

Section 6- PUBLIC SAFETY & PARKING INFORMATION

Name of Private Security Company: EAGLE SECURITY

Contact Person: MATT WARNER

Address: 500 GRISWOLD, STE 400

Phone: 734-306-4871

City/State/Zip:

DETROIT, MI 48226

Number of Private Security Personnel Hired Per Shift:

Are the private security personnel (check all that apply):

☐ Licensed

☐ Armed

☐ Bonded

How will you advise attendees of parking options?

Section 7- COMMUNICATION & COMMUNITY IMPACT INFORMATION

How will your event impact the surrounding community (i.e. pedestrian traffic, sound carryover, safety)?
POSITIVE IMPACT, FREE EVENTS, OPEN TO ALL. NO ROAD CLOSURES.

Have local neighborhood groups/businesses approved your event?

☒ Yes

☐ No

Indicate what steps you have or will take to notify them of your event:
MEETINGS

Section 8- EVENT SET-UP

Complete the appropriate categories that apply to the event **Structure**

	How Many?	Size/Height
Booth		
Tents (enclosed on 3 sides)	1	100' X 60' (ALREADY INSTALLED IN FALL)
Canopy (open on all sides)		
Staging/Scaffolding		
Bleachers		

Section 9- COMPLETE ALL THAT APPLY

Emergency medical services?

Contact Person: FOR LIGHT UP BEACON PARK - ADAM GOTLIEB, HART EMS MEDICAL SERVICES

Address: 220 BAGLEY, SUITE 912

City/State/Zip: DETROIT, MI 48226

Name of company providing port-a-johns. BEACON PARK HAS PUBLIC RESTROOMS SCOTTY'S POTTIES AS

Contact Person: LORI PROCTOR

Address: PO BOX 530845

Phone: 734-421-1400

City/State/Zip: LIVONIA, MI 48153

Name of private catering company? N/A

Contact Person:

Address:

Phone:

City/State/Zip:

SPECIAL USE REQUESTS

List any streets or possible streets you are requesting to be closed. Include the day, date, and time of requested closing and reopening. Neighborhood Signatures must be submitted with application for approval. **Barricades are not available from the City of Detroit.**

Attach a map or sketch of the proposed area for closure.

STREET NAME: _____

FROM: _____ TO: _____

CLOSURE DATES: _____ BEG TIME: _____ END TIME: _____

REOPEN DATE: _____ TIME: _____

STREET NAME: _____

FROM: _____ TO: _____

CLOSURE DATES: _____ BEG TIME: _____ END TIME: _____

REOPEN DATE: _____ TIME: _____

STREET NAME: _____

FROM: _____ TO: _____

CLOSURE DATES: _____ BEG TIME: _____ END TIME: _____

REOPEN DATE: _____ TIME: _____

STREET NAME: _____

FROM: _____ TO: _____

CLOSURE DATES: _____ BEG TIME: _____ END TIME: _____

REOPEN DATE: _____ TIME: _____

STREET NAME: _____

FROM: _____ TO: _____

CLOSURE DATES: _____ BEG TIME: _____ END TIME: _____

REOPEN DATE: _____ TIME: _____

PLEASE ADD IMPORTANT INFORMATION BELOW AND ATTACH A COPY OF THE FOLLOWING:

- 1) **CERTIFICATE OF INSURANCE**
- 2) **EMERGENCY MEDICAL AGREEMENT**
- 3) **SANITATION AGREEMENT**
- 4) **PORT-A-JOHN AGREEMENT**
- 5) **COMMUNITY COMMUNICATION**

I certify that the information contained in the foregoing application is true and correct to the best of my knowledge and belief that I have read, understood and agreed to abide by the rules and regulations governing the proposed Special Event, and I understand that this application is made subject to the rules and regulations established by the Mayor or the Mayor's designee. Applicant agrees to comply with all other requirements of the City, County, State, and Federal Government and any other applicable entity, which may pertain to Special Events. I further agree to abide by these rules, and further certify that I, on behalf of the Event agree to be financially responsible for any costs and fees that may be incurred by or on behalf of the Event, to the City of Detroit.

08/30/2019

Date _____

HOLD HARMLESS AND INDEMNIFICATION

Applicant affirms that Applicant has read and understands the Hold Harmless and Indemnification provision and agrees to the terms expressed therein.

Event Organizer:
DOWNTOWN DETROIT PARTNERSHIP

Date: 08/30/2019

PETITION # TBD – 2019 BEACON PARK WINTER EVENTS

SECURITY PLAN:

BEACON PARK: (2) GUARDS, 24/7, Lighthouse radios and if needed, 911.

ADDING FOR EVENTS AS FOLLOWS:

- Light Up Beacon Park, 11/22, 5p – midnight, Add (9) 3:30p – 12:30a
- Home for the Holidays, 11/30 & 12/14, 7p - midnight, Add(6) 6p – 12:30a
- Family Fun – Selfies with Santa, 12/15, 1p – 5p, Add (2) 12:30p – 5:30p
- Family Fun – New Year's Eve Kids Countdown, 12/31, 1p – 6p, Add (4) 12:30p – 6:30p

EMS PLAN:

DTE command center has EMTs that can assist as needed.

Lighthouse radios and if needed, 911.

Light Up Beacon Park – HART Medical

RECYCLING PLAN:

DDP requires all food trucks in our Downtown Street Eats program to use recyclable / compostable / biodegradable packaging. For those without resources or with limited resources, DDP has arranged a packaging partner, Michigan Green Safe Products, who will offer advice for optimizing bulk costs. We will offer a tiered Green Food Truck Certification for compliant food trucks, and we are working to have all food trucks certified by the end of the 2019 season. We complement our food truck operations at Cadillac Square and Beacon Park with recycling receptacles on-site during food truck hours.

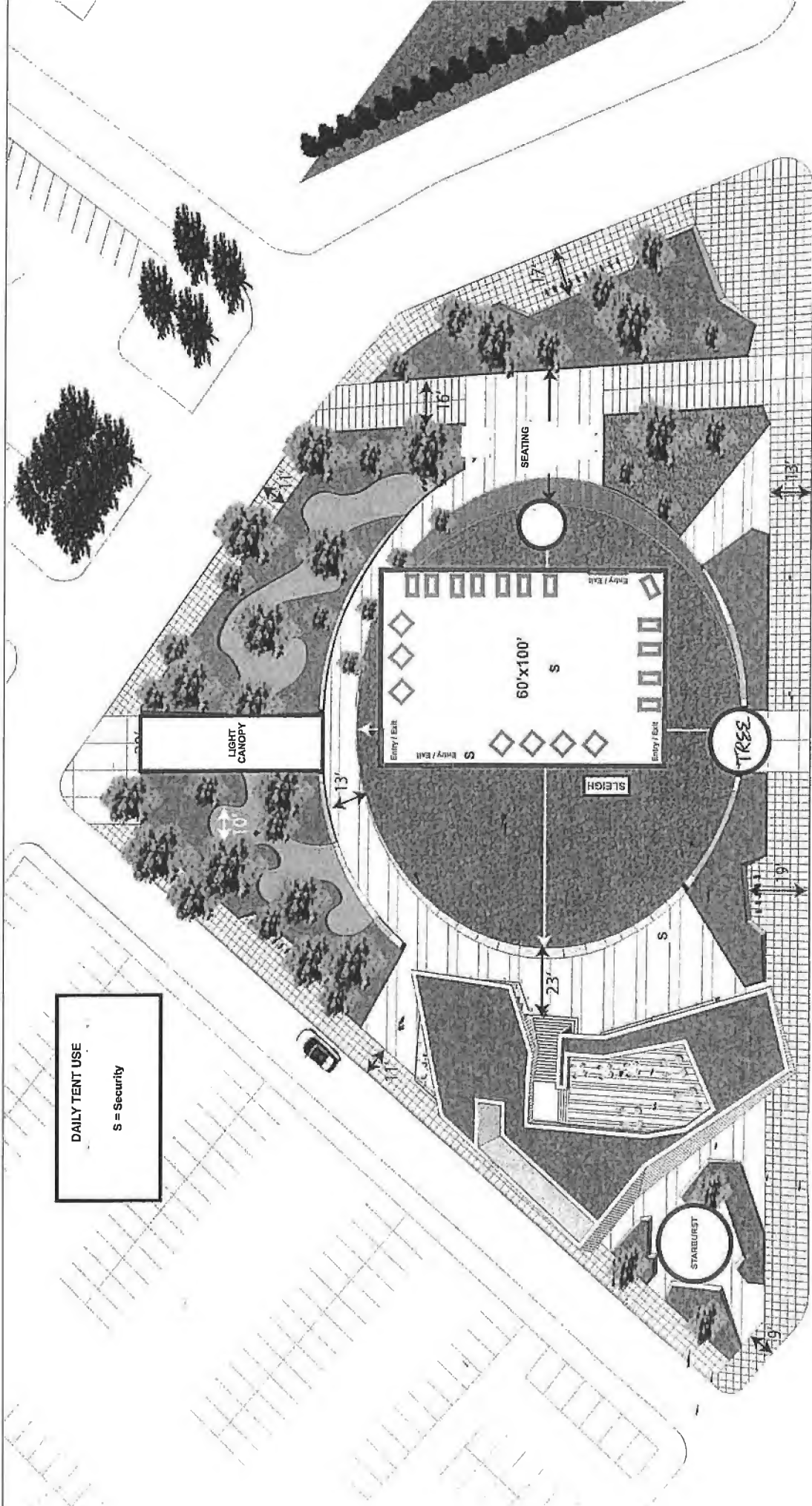
We will also be expanding our onsite recycling program at our DDP-managed parks with permanent and temporary receptacles that make recycling easier for the public. Beacon Park has permanent recycling cans. This year, our parks rentals and special events will have recycling receptacles on site. We take our recycling to Recycle Here!, a Detroit-owned local business.

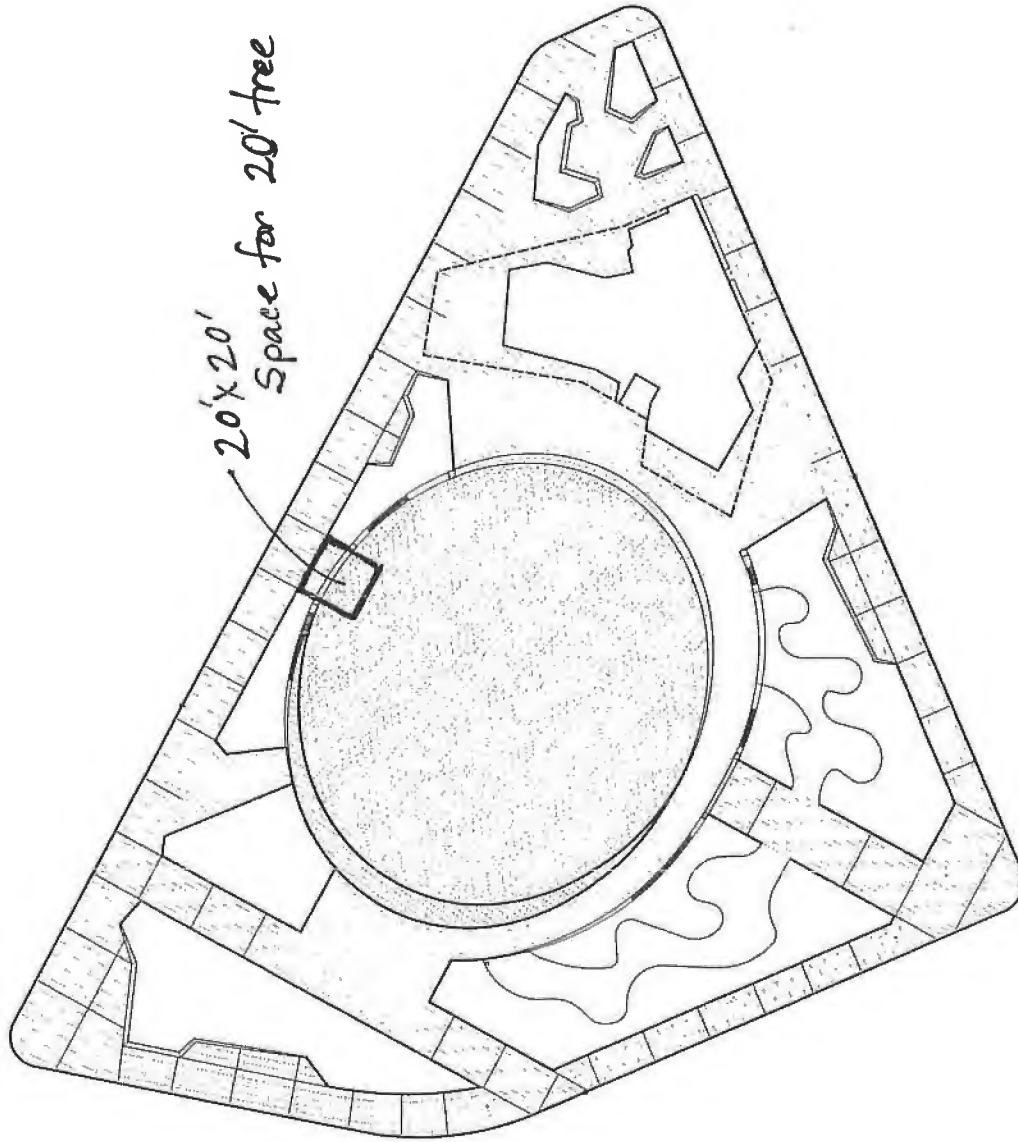
RESTROOMS:

BEACON PARK: (2) ADA accessible public restrooms located on the back of the building.

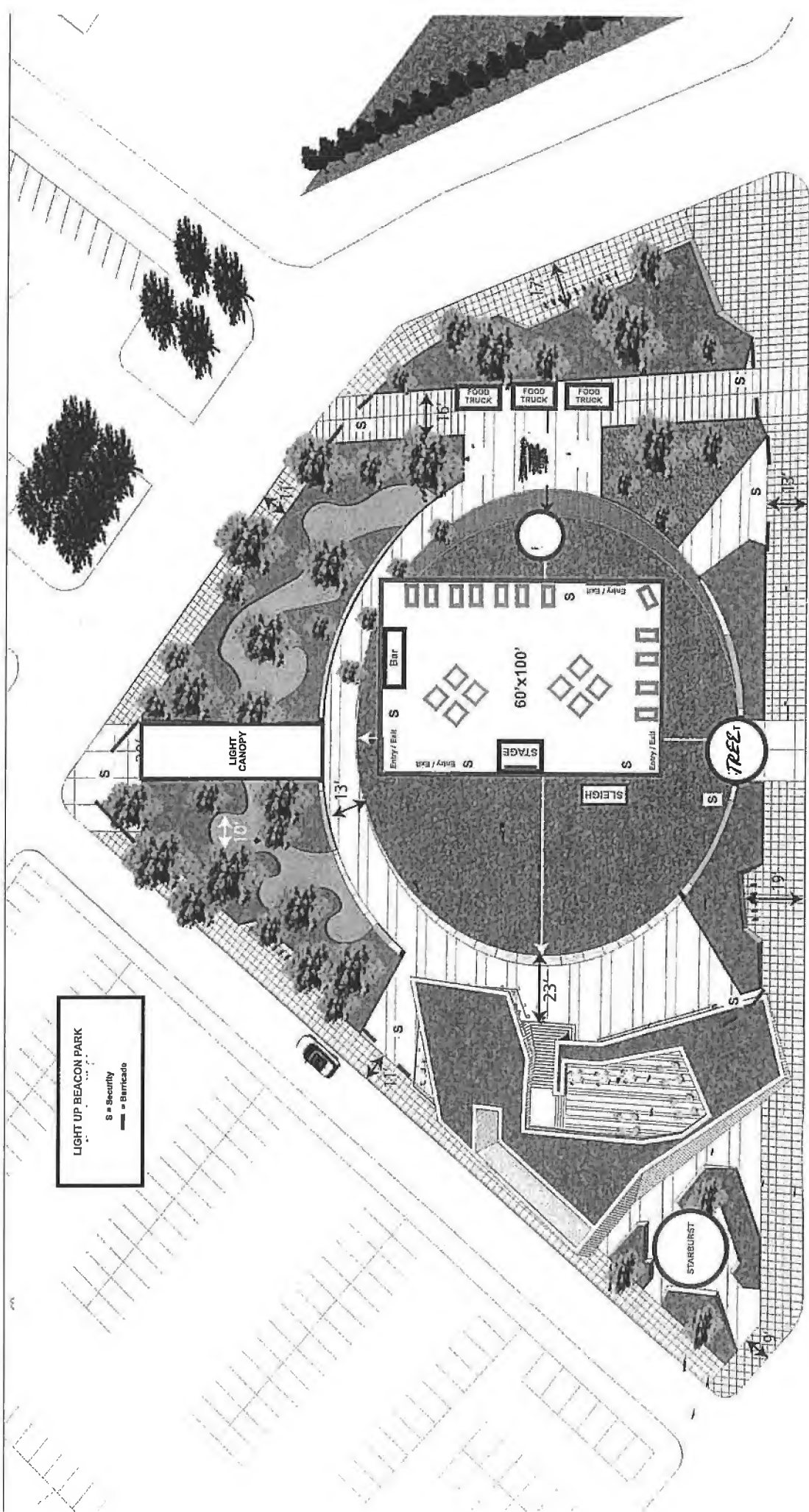
Extra Porta-potties are brought in for all events.

DAILY TENT USE
S = Security



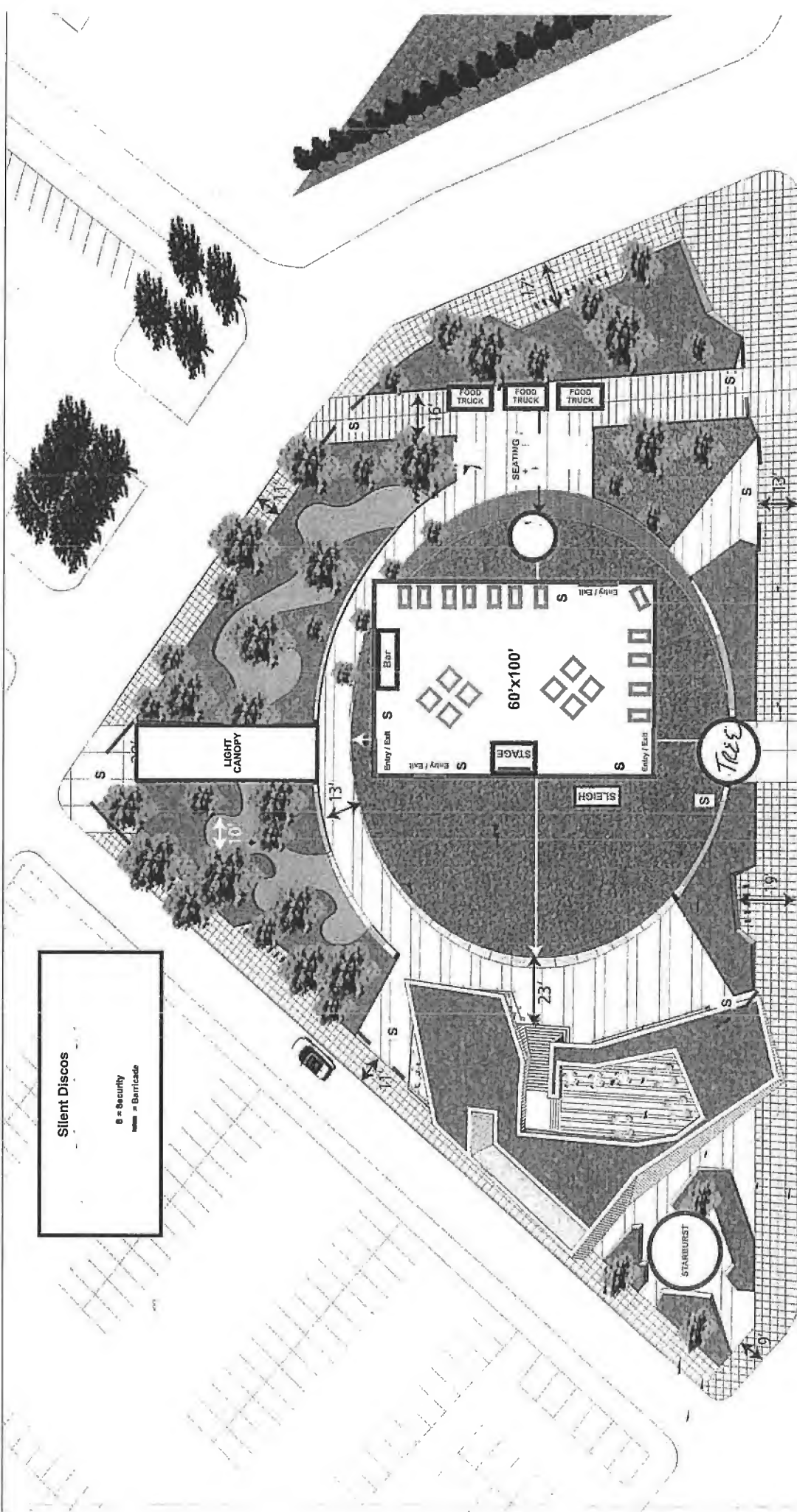


BEACON Park Map



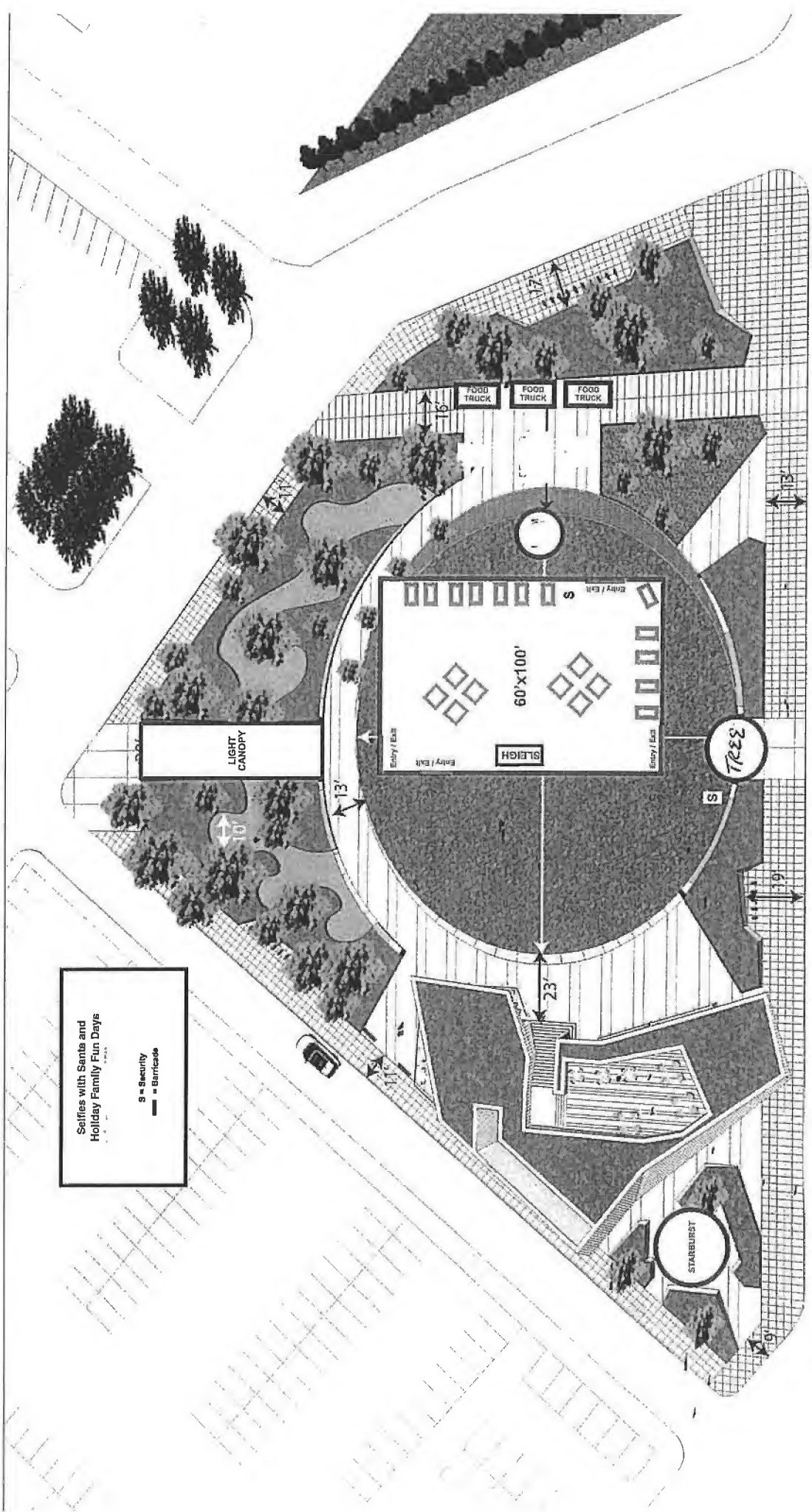
Silent Discos

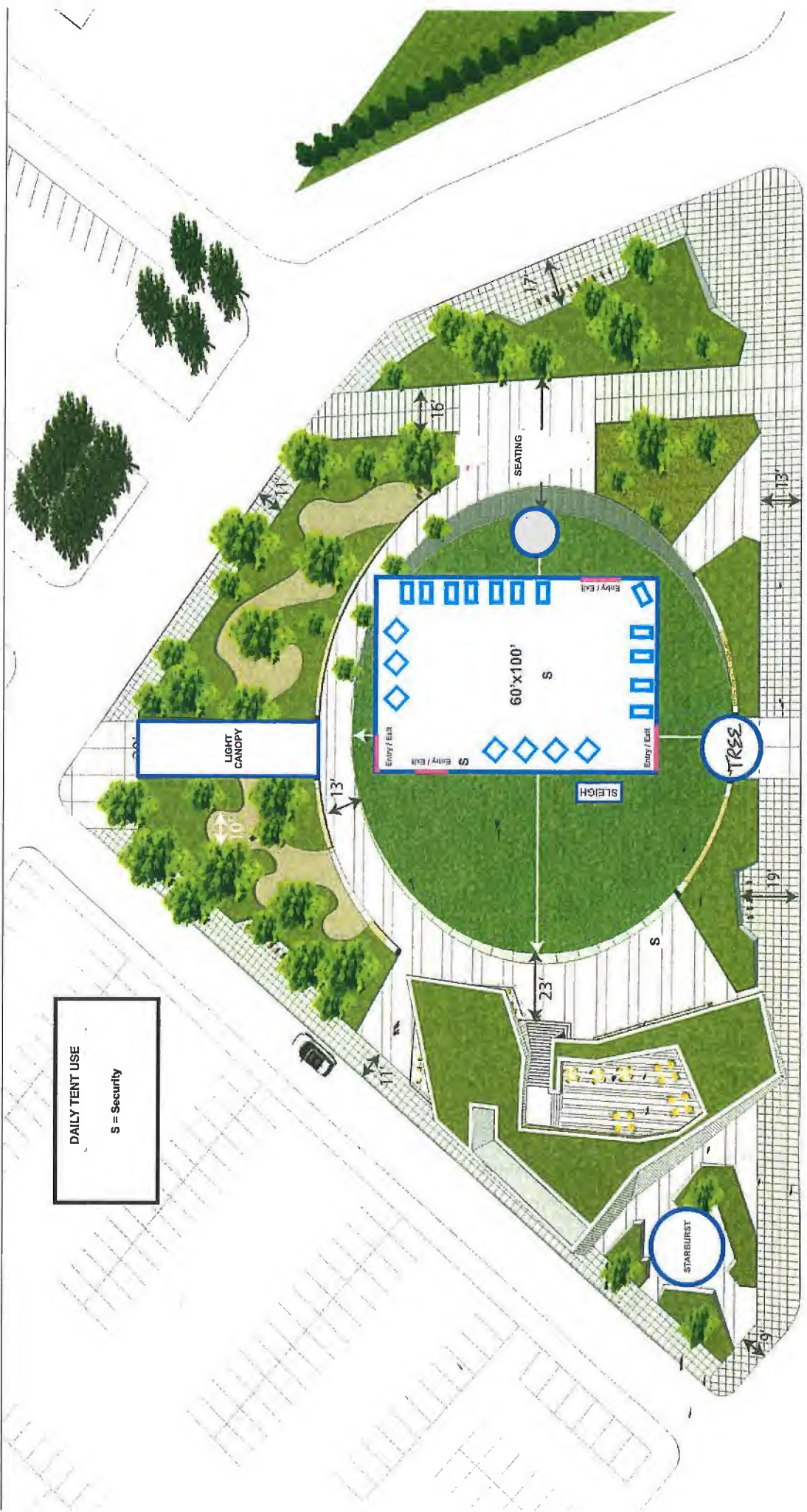
S = Security
 --- = Barricade



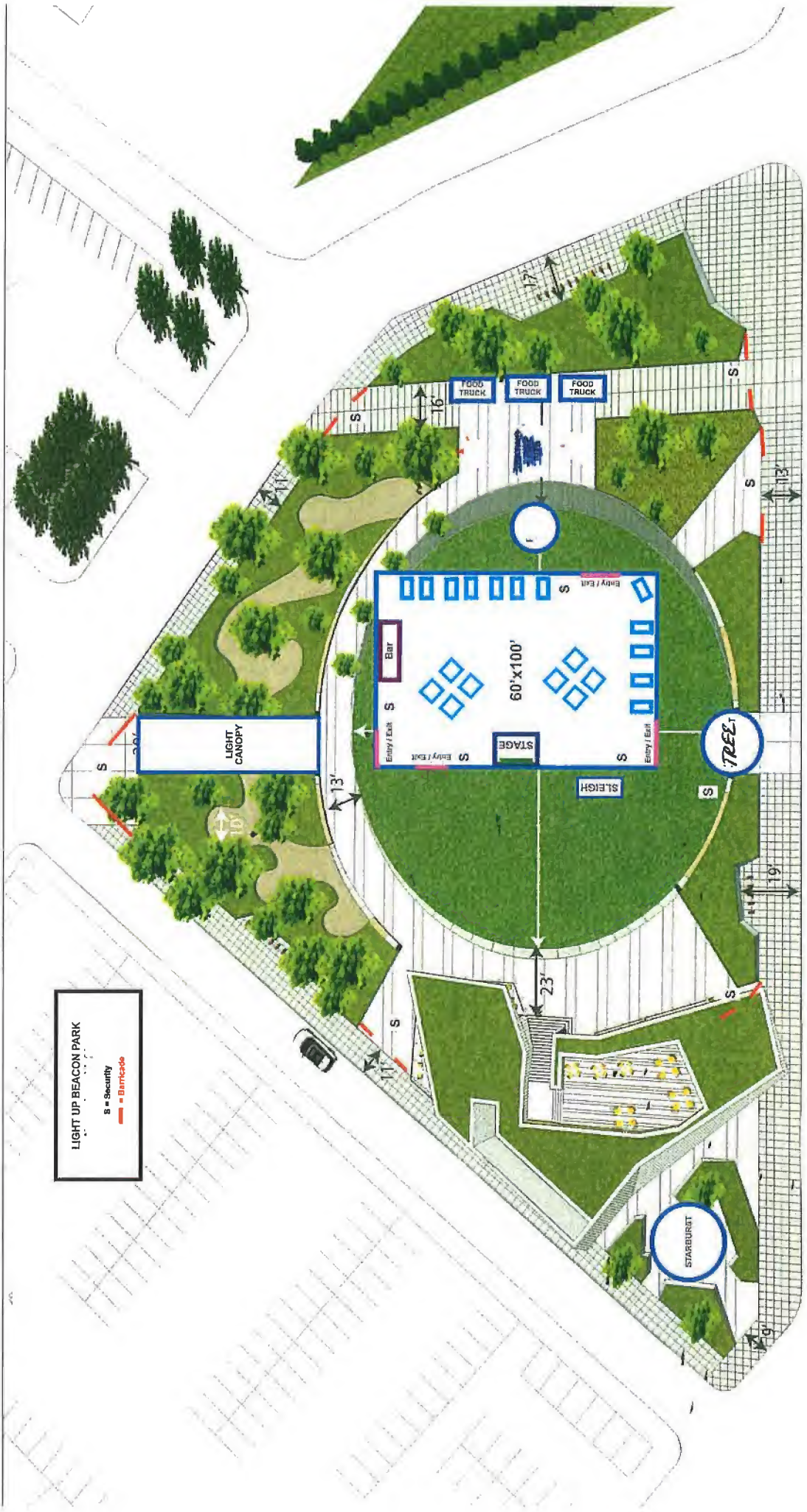
Selfies with Santa and
Holiday Family Fun Days

S = Security
— = Barricade





DAILY TENT USE
S = Security



LIGHT UP BEACON PARK

S = Security
B = Barricade

10/10/2023
10/10/2023
10/10/2023

Seifies with Santa and
 Holiday Family Fun Days
 S = Security
 ■ = Barricade



2019-09-14

1112

- 1112** *Petition of Downtown Detroit Partnership, request to hold "2019 Beacon Park Winter Events" at Beacon Park, occurring from 11/22/19 to 12/31/19 with set-up beginning 11/18/19 and tear down to be completed 1/7/20.*

REFERRED TO THE FOLLOWING DEPARTMENT(S)

BUSINESS LICENSE CENTER MAYOR'S OFFICE
DPW - CITY ENGINEERING DIVISION PLANNING AND
DEVELOPMENT DEPARTMENT
RECREATION DEPARTMENT POLICE DEPARTMENT
FIRE DEPARTMENT

OFFICE OF CONTRACTING
AND PROCUREMENT

September 27, 2019

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A
Z

HONORABLE CITY COUNCIL:

The Purchasing Division of the Finance Department recommends a Contract with the following firm(s) or person(s):

6001412 Revenue – AMEND 1– To Provide a Long Term Master Lease Agreement for the Lease of Grand Circus Parking Garage at 1600-01 Woodward to Grand Circus Holdings, LLC for a Forty-Five (45) Year Period. Grand Circus Holdings, LLC will Operate, Maintain and Make Certain Substantial Capital Improvements to the Grand Circus Garage. After Certain Initial Capital Improvements are Reimbursed from Operating Revenues, the City will Share in Operating Profits. **Time Extension Only.** – Contractor: Grand Circus Holdings, LLC – Location: 1117 Griswold Suite 1416, Detroit, MI 48226 – Contract Period: Upon City Council Approval through December 22, 2062. **MUNICIPAL PARKING** *(Original Contract was for a Term of Thirty (30) Years. This Amendment Extends this Contract for an Additional Fifteen (15) Years.)*

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer
Office of Contracting and Procurement

BY COUNCIL MEMBER BENSON

RESOLVED, that Contract No. 6002335 referred to in the foregoing communication dated September 27, 2019, be hereby and is approved.

OCT 07 2019 BB 1 WK. (RM) 2-0 (SB; RM)

OCT 14 2019 - BB 1 WK RM (0-0)

OCT 21 2019 MTN B JA; RM (210)

**OFFICE OF CONTRACTING
AND PROCUREMENT**

October 4, 2019

HONORABLE CITY COUNCIL:

The Purchasing Division of the Finance Department recommends a Contract with the following firm(s) or person(s):

2555944 100% City Funding – To Provide a Lease Agreement for a Property Located at 14655 Dexter, Detroit, MI 48238, for the Police Department. Lease Term from Original Date of December 31, 2018 to an Extended Date through December 31, 2019. – Contractor: Bishop Real Estate, LLC – Location: 30078 Schoenherr Suite 150, Warren, MI, 48088 – Contract Period: Upon City Council Approval through December 31, 2019, and then Month To Month Thereafter – Contract Amount: \$393,300.00.
POLICE

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer
Office of Contracting and Procurement

BY COUNCIL MEMBER BENSON

RESOLVED, that Contract No. 2555944 referred to in the foregoing communication dated October 1, 2019, be hereby and is approved.

OCT 14 2019 – BB 1 week RM (2,0)
OCT 21 2019 MTNB JA; RM (2,0)



CITY OF DETROIT
OFFICE OF THE CHIEF FINANCIAL OFFICER
OFFICE OF CONTRACTING & PROCUREMENT

#15

Coleman A. Young Municipal Center
2 Woodward Avenue, Suite 1008
Detroit, MI 48226
Phone: (313) 224.4600
Fax: (313) 628.1160

October 15, 2019

TO: HONORABLE CITY COUNCIL

Re: Contracts and Purchase Orders Scheduled to be considered at the Formal Session for October 15, 2019

Please be advised that the Contract listed was submitted on October 9, 2019 for the City Council Agenda for October 15, 2019 has been amended as follows:

1. The **Contract Address** was Submitted Incorrectly by the Buyer in the Office of Contracting and Procurement. Please see the correction(s) below:

Submitted as: Page 1

HEALTH

6002278 100% 2018 UTGO Bond Funding – To Provide Two Mobile Health Clinics for the Department of Health. – Contractor: Trans-West, Inc. dba Summit Bodyworks. – **Location: 13525 County Road 8 Feet, Lupton, Colorado 80621** – Contract Period: Upon City Council Approval through December 31, 2020 – Total Contract Amount: \$604,196.00.

Submitted as: Page 1

HEALTH

6002278 100% 2018 UTGO Bond Funding – To Provide Two Mobile Health Clinics for the Department of Health. – Contractor: Trans-West, Inc. dba Summit Bodyworks. – **Location: 13525 County Road 8, Fort Lupton, Colorado 80621** – Contract Period: Upon City Council Approval through December 31, 2020 – Total Contract Amount: \$604,196.00.

Respectfully Submitted,

Boysie Jackson
Chief Procurement Officer
BJ/AV

MTWB JARM (210)



CITY OF DETROIT
OFFICE OF THE CHIEF FINANCIAL OFFICER
OFFICE OF CONTRACTING & PROCUREMENT

#9

Coleman A. Young Municipal Center
2 Woodward Avenue, Suite 1008
Detroit, MI 48226
Phone: (313) 224.4600
Fax: (313) 628.1160

October 15, 2019

TO: HONORABLE CITY COUNCIL

Re: Contracts and Purchase Orders Scheduled to be considered at the Formal Session for October 15, 2019

Please be advised that the Contract listed was submitted on October 9, 2019 for the City Council Agenda for October 15, 2019 has been amended as follows:

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Submitted as: Page 1

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Submitted as: Page 1

HEALTH

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Respectfully Submitted,

Boysie Jackson
Chief Procurement Officer
BJ/AV

OCT 21 2019

BY COUNCIL MEMBER: _____

RESOLVED, that **Contract #6002278** referred to in the foregoing communication dated October 9, 2019 be hereby and is approved.

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**OFFICE OF CONTRACTING
AND PROCUREMENT**

October 9, 2019

HONORABLE CITY COUNCIL:

The Purchasing Division of the Finance Department recommends a Contract with the following firm(s) or person(s):

6002278 100% 2018 UTGO Bond Funding – To Provide Two Mobile Health Clinics for the Department of Health. – Contractor: Trans-West, Inc. dba Summit Bodyworks. – Location: 13525 County Road 8 Feet, Lupton, Colorado 80621 – Contract Period: Upon City Council Approval through December 31, 2020 – Total Contract Amount: \$604,196.00. **HEALTH**

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer
Office of Contracting and Procurement

BY COUNCIL MEMBER **BENSON**

RESOLVED, that Contract No. 6002278 referred to in the foregoing communication dated October 9, 2019, be hereby and is approved.

OCT 21 2019 *MTWB JN, RM (210)*

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**OFFICE OF CONTRACTING
AND PROCUREMENT**

October 9, 2019

HONORABLE CITY COUNCIL:

The Purchasing Division of the Finance Department recommends a Contract with the following firm(s) or person(s):

3037269 100% City Funding – To Provide an Emergency Demolition for the Following Residential Properties, 332 Englewood and 7025 Theodore. – Contractor: DMC Consultants, Inc. – Location: 13500 Foley, Detroit, MI 48227 – Contract Period: Upon City Council Approval through October 1, 2020 – Total Contract Amount: \$58,000.00. **HOUSING AND REVITALIZATION**

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer
Office of Contracting and Procurement

BY COUNCIL MEMBER BENSON

RESOLVED, that Contract No. 3037269 referred to in the foregoing communication dated October 9, 2019, be hereby and is approved.

OCT 21 2019 MTNB km (210)

**OFFICE OF CONTRACTING
AND PROCUREMENT**

Handwritten: 75
7 11

October 9, 2019

HONORABLE CITY COUNCIL:

The Purchasing Division of the Finance Department recommends a Contract with the following firm(s) or person(s):

3037526 100% City Funding – To Provide an Emergency Demolition for Residential Property, 19700 Keating. – Contractor: DMC Consultants, Inc. – Location: 13500 Foley, Detroit, MI 48227 – Contract Period: Upon City Council Approval through September 24, 2020 – Total Contract Amount: \$16,400.00. **HOUSING AND REVITALIZATION**

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer
Office of Contracting and Procurement

BY COUNCIL MEMBER BENSON

RESOLVED, that Contract No. 3037526 referred to in the foregoing communication dated October 9, 2019, be hereby and is approved.

OCT 21 2019 MTNB RM(210)

**OFFICE OF CONTRACTING
AND PROCUREMENT**

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October 9, 2019

HONORABLE CITY COUNCIL:

The Purchasing Division of the Finance Department recommends a Contract with the following firm(s) or person(s):

3037690 100% City Funding – To Provide an Emergency Demolition for the Following Residential Properties, 5396 and 5404 Oregon. – Contractor: Salenbien Trucking and Excavating, Inc. – Location: 9217 Ann Arbor Road, Dundee, MI 48131 – Contract Period: Upon City Council Approval through October 1, 2020 – Total Contract Amount: \$30,000.00.
HOUSING AND REVITALIZATION

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer
Office of Contracting and Procurement

BY COUNCIL MEMBER BENSON

RESOLVED, that Contract No. 3037690 referred to in the foregoing communication dated October 9, 2019, be hereby and is approved.

OCT 21 2019 12:15 PM (21)

**OFFICE OF CONTRACTING
AND PROCUREMENT**

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October 9, 2019

HONORABLE CITY COUNCIL:

The Purchasing Division of the Finance Department recommends a Contract with the following firm(s) or person(s):

3037693 100% City Funding – To Provide an Emergency Demolition for the Following Residential Properties, 5600 Buckingham, 17222 Cameron, 14657 Park Grove, 14625 Saratoga and 14845 Young. – Contractor: Inner City Contracting – Location: 18701 Grand River, Detroit, MI 48223 – Contract Period: Upon City Council Approval through October 7, 2020 – Total Contract Amount: \$72,955.00. **HOUSING AND REVITALIZATION**

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer
Office of Contracting and Procurement

BY COUNCIL MEMBER BENSON

RESOLVED, that Contract No. 3037693 referred to in the foregoing communication dated October 9, 2019, be hereby and is approved.

OCT 21 2019 MTWB RM JAC

**OFFICE OF CONTRACTING
AND PROCUREMENT**

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October 9, 2019

HONORABLE CITY COUNCIL:

The Purchasing Division of the Finance Department recommends a Contract with the following firm(s) or person(s):

3037722 100% City Funding – To Provide an Emergency Demolition for Residential Property, 14439 Linnhurst. – Contractor: Inner City Contracting – Location: 18701 Grand River, Detroit, MI 48223 – Contract Period: Upon City Council Approval through September 26, 2020 – Total Contract Amount: \$18,170.00. **HOUSING AND REVITALIZATION**

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer
Office of Contracting and Procurement

BY COUNCIL MEMBER BENSON

RESOLVED, that Contract No. 3037722 referred to in the foregoing communication dated October 9, 2019, be hereby and is approved.

OCT 21 2019 MTMB RM (210)

**OFFICE OF CONTRACTING
AND PROCUREMENT**

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October 9, 2019

HONORABLE CITY COUNCIL:

The Purchasing Division of the Finance Department recommends a Contract with the following firm(s) or person(s):

3037727 100% City Funding – To Provide an Emergency Demolition for Residential Property, 4865 Cortland. – Contractor: DMC Consultants, Inc. – Location: 13500 Foley, Detroit, MI 48227 – Contract Period: Upon City Council Approval through October 7, 2020 – Total Contract Amount: \$16,800.00. **HOUSING AND REVITALIZATION**

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer
Office of Contracting and Procurement

BY COUNCIL MEMBER BENSON

RESOLVED, that Contract No. 3037727 referred to in the foregoing communication dated October 9, 2019, be hereby and is approved.

OCT 21 2019 M-TNB RM (210)

**OFFICE OF CONTRACTING
AND PROCUREMENT**

October 9, 2019

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HONORABLE CITY COUNCIL:

The Purchasing Division of the Finance Department recommends a Contract with the following firm(s) or person(s):

3037856 100% City Funding – To Provide an Emergency Demolition for Residential Property, 12593 E Canfield. – Contractor: Able Demolition, Inc. – Location: 5675 Auburn Road, Shelby Township, MI 48317 – Contract Period: Upon City Council Approval through October 8, 2020 – Total Contract Amount: \$11,766.50. **HOUSING AND REVITALIZATION**

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer
Office of Contracting and Procurement

BY COUNCIL MEMBER BENSON

RESOLVED, that Contract No. 3037856 referred to in the foregoing communication dated October 9, 2019, be hereby and is approved.

OCT 21 2019 *MTNB PM (20)*

**OFFICE OF CONTRACTING
AND PROCUREMENT**

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October 9, 2019

HONORABLE CITY COUNCIL:

The Purchasing Division of the Finance Department recommends a Contract with the following firm(s) or person(s):

3037788 100% City Funding – To Provide an Upgrade to the Cameleon Software System in Order to Utilize Video Recording and Storage Capabilities as Needed for the Police Department Real Time Crime Center. – Contractor: Integral Blue, LLC – Location: 25181 Dequindre Road, Madison Heights, MI 48071 – Contract Period: Upon City Council Approval through October 14, 2020 – Total Contract Amount: \$56,890.00. **POLICE**

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer
Office of Contracting and Procurement

BY COUNCIL MEMBER BENSON

RESOLVED, that Contract No. 3037788 referred to in the foregoing communication dated October 9, 2019, be hereby and is approved.

OCT 21 2019 mtnb JA, lrm (210)

**OFFICE OF CONTRACTING
AND PROCUREMENT**

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October 9, 2019

HONORABLE CITY COUNCIL:

The Purchasing Division of the Finance Department recommends a Contract with the following firm(s) or person(s):

3037837 100% City Funding – To Provide Secondary Employment Management Solution Software to Manage Police Officers Secondary Employment Assignments Outside of Primary Duties. – Contractor: Cover Your Assets, LLC – Location: 6324 River Front Drive, Harrisburg, NC 28075 – Contract Period: Upon City Council Approval through August 31, 2020 – Total Contract Amount: \$38,904.00. **POLICE**

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer
Office of Contracting and Procurement

BY COUNCIL MEMBER BENSON

RESOLVED, that Contract No. 3037837 referred to in the foregoing communication dated October 9, 2019, be hereby and is approved.

OCT 21 2019 MTNB JH; RM (210)

**OFFICE OF CONTRACTING
AND PROCUREMENT**

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October 9, 2019

HONORABLE CITY COUNCIL:

The Purchasing Division of the Finance Department recommends a Contract with the following firm(s) or person(s):

3037876 100% 2018 UTGO Bond Funding – To Provide One Hundred and Forty Seven (147) APX6500 Mobile Radios and Related Software, Accessories and Repair Services for Detroit Police Department via MIDEAL 071B2200101. – Contractor: Motorola Solutions, Inc. – Location: 1301 E Algonquin Road, Schaumburg, IL 60196 – Contract Period: Upon City Council Approval through October 31, 2020 – Total Contract Amount: \$675,879.48. **POLICE**

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer
Office of Contracting and Procurement

BY COUNCIL MEMBER BENSON

RESOLVED, that Contract No. 3037876 referred to in the foregoing communication dated October 9, 2019, be hereby and is approved.

OCT 21 2019 MTWB 3A:PM (20)

**OFFICE OF CONTRACTING
AND PROCUREMENT**

October 9, 2019

[Handwritten signature]
16

HONORABLE CITY COUNCIL:

The Purchasing Division of the Finance Department recommends a Contract with the following firm(s) or person(s):

6002235 100% Major Street Funding – To Provide a Joint Venture for Construction Spot Repairs at Various Locations Citywide. – Contractor: Giorgi Major Concrete, LLC / Major Cement Company – Location: 20450 Sherwood Avenue, Detroit, MI 48234 – Contract Period: Upon City Council Approval through October 14, 2021 – Total Contract Amount: \$1,998,333.60. **PUBLIC WORKS**

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer
Office of Contracting and Procurement

BY COUNCIL MEMBER BENSON

RESOLVED, that Contract No. 6002235 referred to in the foregoing communication dated October 9, 2019, be hereby and is approved.

OCT 21 2019 *MTVB JA;RM (210)*

**OFFICE OF CONTRACTING
AND PROCUREMENT**

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October 9, 2019

HONORABLE CITY COUNCIL:

The Purchasing Division of the Finance Department recommends a Contract with the following firm(s) or person(s):

6002188 100% Federal Funding – To Provide Parts and Services Needed to Repair the Coach Fare Boxes that Accept Passenger Fares on Buses. – Contractor: Genfare, Division of SPX Corporation – Location: 800 Arthur Avenue, Elk Grove Village, IL 60007 – Contract Period: Upon City Council Approval through September 30, 2022 – Total Contract Amount: \$1,076,483.98. **TRANSPORTATION**

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer
Office of Contracting and Procurement

BY COUNCIL MEMBER BENSON

RESOLVED, that Contract No. 6002188 referred to in the foregoing communication dated October 9, 2019, be hereby and is approved.

OCT 21 2019 MMB JH RM (210)

**OFFICE OF CONTRACTING
AND PROCUREMENT**

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October 9, 2019

HONORABLE CITY COUNCIL:

The Purchasing Division of the Finance Department recommends a Contract with the following firm(s) or person(s):

6002394 100% 2018 UTGO Bond Funding – To Provide Dequindre/Grixdale Park Improvements with an Upgrade Playground, New Picnic Shelters, Fitness Equipment, Horseshoe Court, Little Library and New Concrete Walkways. – Contractor: Michigan Recreational Construction, Inc. – Location: 18361 Conant, Detroit, MI 48234 – Contract Period: Upon City Council Approval through December 1, 2020 – Total Contract Amount: \$296,925.00. **GENERAL SERVICES**

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer
Office of Contracting and Procurement

BY COUNCIL PRESIDENT PRO TEM SHEFFIELD

RESOLVED, that Contract No. 6002394 referred to in the foregoing communication dated October 9, 2019, be hereby and is approved.

OCT 17 2019 MTNB RCL (20)

**OFFICE OF CONTRACTING
AND PROCUREMENT**

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October 9, 2019

HONORABLE CITY COUNCIL:

The Purchasing Division of the Finance Department recommends a Contract with the following firm(s) or person(s):

6002388 100% 2018 UTGO Bond Funding – To Provide and Install Prefabricated Park Restrooms at O'Hair, Stoepel #1 and Romanowski Park. – Contractor: Michigan Recreational Construction, Inc. – Location: 18361 Conant, Detroit, MI 48234 – Contract Period: Upon City Council Approval through October 1, 2021 – Total Contract Amount: \$909,812.00. **GENERAL SERVICES**

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer
Office of Contracting and Procurement

BY COUNCIL PRESIDENT PRO TEM SHEFFIELD

RESOLVED, that Contract No. 6002388 referred to in the foregoing communication dated October 9, 2019, be hereby and is approved.

OCT 17 2019 MTNB RC-L(2.0)

**OFFICE OF CONTRACTING
AND PROCUREMENT**

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October 9, 2019

HONORABLE CITY COUNCIL:

The Purchasing Division of the Finance Department recommends a Contract with the following firm(s) or person(s):

6002385 100% 2018 UTGO Bond Funding – To Provide Improvements to the Detroit Police Department, 20 Atwater Facility to include Window Replacement for the Entire Facility, Renovation of the Women's Locker Room and Conversion of an Existing Garage Space to a Lobby Area. – Contractor: Gandol, Inc. – Location: 27455 Goddard Road, Romulus, MI 48174 – Contract Period: Upon City Council Approval through October 30, 2020 – Total Contract Amount: \$800,000.00. **GENERAL SERVICES**

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer
Office of Contracting and Procurement

BY COUNCIL PRESIDENT PRO TEM SHEFFIELD

RESOLVED, that Contract No. 6002385 referred to in the foregoing communication dated October 9, 2019, be hereby and is approved.

OCT 17 2019 UTMB RCL (20)



CITY OF DETROIT
LAW DEPARTMENT

COLEMAN A. YOUNG MUNICIPAL CENTER
2 WOODWARD AVENUE, SUITE 500
DETROIT, MICHIGAN 48226-3437
PHONE 313•224•4550
FAX 313•224•5505
WWW.DETROITMI.GOV

21

Date: October 16, 2019

To: Honorable City Council

From: Law Department

Re: Scheduling a Closed Session Regarding Legal Representation and
Indemnification in lawsuit of *Ariel Moore v City of Detroit*; Civil Action Case
No.: 19-006175-NO for Police Officer Gary Steele

Your Honorable Body, through the Internal Operations Standing Committee,
requested that the Law Department schedule a closed session regarding the above-
referenced matter.

The Law Department's recommendation is to **DENY** representation and
indemnification of the following officer in this matter:

Police Officer Gary Steele, Badge #4279

The past practice of City Council is to hold hearings for police officers who may be
denied representation, in accordance with arbitration awards issued by the Voluntary
Labor Arbitration Tribunal. After consultation with the Council President's office,
the Law Department is respectfully requesting that a closed session be held on
Tuesday, November 5, 2019 at 2:00 p.m. for P.O. Steele in accordance with the
attached resolution.

CITY CLERK 2019 OCT 16 PM 4:05

BY COUNCIL MEMBER: _____

Required Hearings
Regarding Representation and Indemnification of
Certain Members of the Detroit Police Department

- Whereas, Section 7.5-203, *Civil Litigation*, of the 2012 Detroit City Charter provides, in relevant part, that “[upon request, the Corporation Counsel may represent any officer or employee of the city in any action or proceeding involving official duties[;]” and,
- Whereas, Section 13-1 1-5, *Civil Service and Personnel Regulations*, of the 1984 Detroit City Code provides, in pertinent part, that “the city council shall consider and determine whether the corporation counsel shall represent the officer or employee in the matter and find and determine whether or not the claim, demand or suit arises out of or involves the performance in good faith of the official duties of such officer or employee[;]” and,
- Whereas, Arbitration awards issued by the Voluntary Labor Arbitration Tribunal recognize the past practice of City Council holding hearings for police officers who have been denied representation (*see* Grievance Nos. 79-237, 82-055, 90-047, and 92-200/92-202); **Now Therefore Be It**
- Resolved, That, pursuant to the above and MCL 15.268(a), closed sessions are to be held on **Tuesday, November 5, 2019** for the purpose of conducting hearings related to the following:
- Legal Representation and Indemnification in lawsuit of *Ariel Moore v City of Detroit*; Civil Action Case No.: 19-006175-NO for Police Office Gary Steele, Badge No: 4279; and **Be It Further**
- Resolved That, the Law Department’s recommendation is to **DENY** indemnification of P.O. Steele in this matter, which will be discussed with Law Department attorneys, representatives from the Detroit Police Department, Gary Steele and counsel, representatives from the Detroit Police Officers Association, as well as attorneys from the Legislative Policy Division; **and Be It Further**
- Resolved That the hearings are scheduled at **2:00 p.m.; and Be It Finally**
- Resolved That a copy of this resolution be timely provided to the Detroit Police Officers Association and Corporation Counsel.



CITY OF DETROIT
LAW DEPARTMENT

COLEMAN A. YOUNG MUNICIPAL CENTER
2 WOODWARD AVENUE, SUITE 500
DETROIT, MICHIGAN 48226-3437
PHONE 313•224•4550
FAX 313•224•5505
WWW.DETROITMI.GOV

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Date: October 16, 2019

To: Honorable City Council

From: Law Department

Re: Scheduling a Closed Session Regarding Legal Representation and
Indemnification in lawsuit of *Ariel Moore v City of Detroit*; Civil Action Case
No.: 19-006175-NO for Police Officer Michael Garrison

Your Honorable Body, through the Internal Operations Standing Committee, has requested that the Law Department schedule a closed session regarding the above-referenced matter.

The Law Department's recommendation is to DENY representation and indemnification of the following officer in this matter:

Police Officer Michael Garrison, Badge No: 4185

The past practice of City Council is to hold hearings for police officers who may be denied representation, in accordance with arbitration awards issued by the Voluntary Labor Arbitration Tribunal. After consultation with the Council President's office, the Law Department is respectfully requesting that a closed session be held on **Tuesday, November 5, 2019 at 2:30 p.m.** for P.O. Steele in accordance with the attached resolution.

CITY CLERK 2019 OCT 16 PM 4:55

BY COUNCIL MEMBER: _____

Required Hearings
Regarding Representation and Indemnification of
Certain Members of the Detroit Police Department

- Whereas, Section 7.5-203, *Civil Litigation*, of the 2012 Detroit City Charter provides, in relevant part, that “[upon request, the Corporation Counsel may represent any officer or employee of the city in any action or proceeding involving official duties[;]” and,
- Whereas, Section 13-1 1-5, *Civil Service and Personnel Regulations*, of the 1984 Detroit City Code provides, in pertinent part, that “the city council shall consider and determine whether the corporation counsel shall represent the officer or employee in the matter and find and determine whether or not the claim, demand or suit arises out of or involves the performance in good faith of the official duties of such officer or employee[;]” and,
- Whereas, Arbitration awards issued by the Voluntary Labor Arbitration Tribunal recognize the past practice of City Council holding hearings for police officers who have been denied representation. (see Grievance Nos. 79-237, 82-055, 90-047, and 92-200/92-202); **Now Therefore Be It**
- Resolved, That, pursuant to the above and MCL 15.268(a), closed sessions are to be held on **Tuesday, November 5, 2019** for the purpose of conducting hearings related to the following:
- Legal Representation and Indemnification in lawsuit of *Ariel Moore v City of Detroit*; Civil Action Case No.: 19-006175-NO for Police Office Michael Garrison, Badge No: 4185; and **Be It Further**
- Resolved That, the Law Department’s recommendation is to **DENY** indemnification of P.O. Garrison in this matter, which will be discussed with Law Department attorneys, representatives from the Detroit Police Department, Michael Garrison and counsel, representatives from the Detroit Police Officers Association, as well as attorneys from the Legislative Policy Division; **and Be It Further**
- Resolved That the hearings are scheduled at **2:30 p.m.; and Be It Finally**
- Resolved That a copy of this resolution be timely provided to the Detroit Police Officers Association and Corporation Counsel.



CITY OF DETROIT
LAW DEPARTMENT

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Date: October 16, 2019

To: Honorable City Council

From: Law Department

Re: Scheduling a Closed Session Regarding Legal Representation and
Indemnification in lawsuit of Alaa Saade v City of Detroit; Civil Action Case
No.: 19-11440 for Chief Superintendent Sean Larkins

Your Honorable Body, through the Internal Operations Standing Committee, requested that the Law Department schedule a closed session regarding the above-referenced matter.

The Law Department's recommendation is to **APPROVE** representation and indemnification of the following Fire Department employee in this matter:

Chief Superintendent Sean Larkins Badge No: 603

The past practice of City Council is to hold hearings for police officers who may be denied representation, in accordance with arbitration awards issued by the Voluntary Labor Arbitration Tribunal. After consultation with the Council President's office, the Law Department is respectfully requesting that a closed session be held on **Tuesday, November 5, 2019 at 3:00 p.m.** for Chief Superintendent Larkins in accordance with the attached resolution.

BY COUNCIL MEMBER: _____

Hearing Regarding Representation and Indemnification of
Certain Members of the Detroit Fire Department

Whereas, Section 7.5-203, *Civil Litigation*, of the 2012 Detroit City Charter provides, in relevant part, that “[upon request, the Corporation Counsel may represent any officer or employee of the city in any action or proceeding involving official duties[;]” and,

Whereas, Section 13-1 1-5, *Civil Service and Personnel Regulations*, of the 1984 Detroit City Code provides, in pertinent part, that “the city council shall consider and determine whether the corporation counsel shall represent the officer or employee in the matter and find and determine whether or not the claim, demand or suit arises out of or involves the performance in good faith of the official duties of such officer or employee[;]” and,

Whereas, On October 16, 2019, City Council’s Internal Operations standing committee requested that a closed session be scheduled regarding Legal Representation and Indemnification in lawsuit of Alaa Saade v City of Detroit; Civil Action Case No.: 19-11440 for Chief Superintendent Sean Larkins and,

Whereas, On October 4, 2019, the Law Department filed a privileged a confidential memorandum regarding the pending litigation and why the Law Department has recommended to **APPROVE** representation and indemnification of Chief Superintendent Larkins. **Now Therefore Be It**

Resolved, That, pursuant to the above, and MCL 15.268(h), a closed session be held on **Tuesday, November 5, 2019 at 3:00 p.m.** for the purpose of discussing the following:

Legal Representation and Indemnification in lawsuit of Alaa Saade v City of Detroit; Civil Action Case No.: 19-11440 for Chief Superintendent Sean Larkins Badge No. 603; and Be It Further

Resolved That, the Law Department’s recommendation to approve representation will be discussed with Law Department attorneys, representatives from the Detroit Fire Department, Sean Larkins and counsel, as well as attorneys from the Legislative Policy Division; **and Be It Finally**

Resolved That a copy of this resolution be timely provided to the Detroit Fire Department Administration and Corporation Counsel.



CITY OF DETROIT
OFFICE OF THE CHIEF FINANCIAL OFFICER
OFFICE OF DEVELOPMENT AND GRANTS

COLEMAN A. YOUNG MUNICIPAL CENTER
2 WOODWARD AVENUE, SUITE 1000
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WWW.DETROITMI.GOV

September 12, 2019

The Honorable Detroit City Council
ATTN: City Clerk Office
200 Coleman A. Young Municipal Center
Detroit MI 48226

RE: Request to Accept and Appropriate FY 2020 Auto Theft Prevention Authority (ATPA) Grant

The Michigan State Police have awarded the City of Detroit Police Department with the FY 2020 Auto Theft Prevention Authority (ATPA) Grant for a total of \$1,823,095.00. The State share is 60 percent or \$1,823,095.00 of the approved amount, and there is a required cash match of 40 percent or \$1,215,397.00. The total project cost is \$3,038,492.00. The grant was adopted in the FY 2020 budget in the amount of \$2,877,469.00. The grant was awarded at a higher amount than was budgeted. We are asking for an increase in appropriation 20605, in the amount of \$161,023.00, in order to reflect the total project cost of \$3,038,492.00.

The objective of the grant is to implement innovative programs to address auto theft and fraud. The funding allotted to the department will be utilized to pay for salaries, fringe benefits, overtime, vehicles, and cell phones for police officers.

If approval is granted to accept and appropriate this funding, the appropriation number is 20605, with the match amount coming from appropriation number 00380.

I respectfully ask your approval to accept and appropriate funding in accordance with the attached resolution.

Sincerely,

Ryan Friedrichs
Director, Office of Development and Grants

CC:

Katerli Bounds, Deputy Director, Grants
Sajjiah Parker, Assistant Director, Grants

This request has been approved by the Law Department
This request has been approved by the Office of Budget

OCT 21 2019

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RESOLUTION

Council Member _____

WHEREAS, the Detroit Police Department is requesting authorization to accept a grant of reimbursement from Michigan State Police, in the amount of \$1,823,095.00, to implement innovative programs to address auto theft and fraud; and

WHEREAS, the Grant was adopted in the FY 2020 budget under appropriation 20605, in the amount of \$2,877,469.00; and whereas the total project cost for the grant is \$3,038,492.00, which includes a required cash match of \$1,215,397.00; and whereas the grant was awarded at a higher value than was budgeted; and now we are requesting that appropriation 20605 be increased by \$161,023.00 in order to reflect the total project cost amount of \$3,038,492; and

WHEREAS, this request has been approved by the Law Department; and

WHEREAS, this request has been approved by the Office of Budget; now

THEREFORE, BE IT RESOLVED that the Director for the Office of Development and Grants is hereby authorized to sign the grant agreement on behalf of the City of Detroit, and that the Director or Head of the Department is authorized to execute the grant agreement on behalf of the City of Detroit, and

BE IT FURTHER RESOLVED, that the Budget Director is authorized to increase the budget accordingly for Appropriation number 20605, in the amount of \$161,023.00, in order to equal the total project cost of the grant, in the amount of \$3,038,492.00, which includes a cash match coming from Appropriation 00380, for the FY 2020 Auto Theft Prevention Authority (ATPA) Grant.



GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF STATE POLICE
AUTOMOBILE THEFT PREVENTION AUTHORITY
LANSING

COL. JOSEPH M. GASPER
DIRECTOR

September 9, 2019

Ms. Katerli Bounds
Detroit Police Department
2 Woodward Avenue, Suite 1026
Detroit, Michigan 48226

RE: 21-20 PAT

Dear Ms. Bounds:

I am pleased to inform you that your application to the Michigan State Police, Grants and Community Services Division, Auto Theft Prevention Authority (ATPA), has been selected to receive grant funding. With a focus on innovative programs that address auto theft and fraud, your efforts are valued and appreciated. The award for your team/project, pending the finalization of the Grant Agreement (contract), is \$3,038,492. The ATPA portion of your award is \$1,823,095, and the match requirement is \$1,215,397. **Please note that the ATPA Board of Directors has issued a one-time 60/40 funding match for FY2020.** Further details regarding allowable expenditures is contained in the enclosed grant contract.

It is crucial that you read through the entire contract to be sure you and your financial officer are aware of and able to abide by the grant requirements. Contract requirements will be enforced. Non-compliance of contract requirements may result in grant suspension and financial penalties. The deadline for returning your signed contract is September 30, 2019.

If you have any questions or concerns regarding your award, please contact Insp. Michael Johnson, ATPA Executive Director (acting), at JohnsonM45@michigan.gov or 517-243-3232. We look forward to working with you.

Sincerely,

Insp. Michael Johnson, Executive Director (acting)
Automobile Theft Prevention Authority

Enclosure

Col. Joseph M. Gasper – Chair
Chief Curtis Cald, Undersheriff Daniel Plannes – Representing Law Enforcement
Ms. Lori Davis, Mr. William Patterson – Representing Automobile Insurers
Mr. Michael Thompson, Mr. Gene Adamczyk – Representing Purchasers of Automobile Insurance

MICHIGAN STATE POLICE HEADQUARTERS • 7150 HARRIS DRIVE • DIMONDALE, MICHIGAN 48821
MAILING ADDRESS • P.O. BOX 30834 • LANSING, MICHIGAN 48909
www.michigan.gov/msp • 517-284-3193

AUTO THEFT PREVENTION AUTHORITY (ATPA) GRANT CONTRACT

AUTHORITY: MCL 500.6105; **COMPLIANCE:** Voluntary, however, failure to complete will result in cancellation of grant/loss of funds.

Scan and email one complete copy with original signatures to the ATPA by September 30, 2019 at MSPATPA@michigan.gov. **Do not** send a paper copy.

I. Award Information			
Name of Grantee/Fiduciary Detroit Police Department		Project Title/Acronym PAT	
Address 2 Woodward Avenue, Suite 1026	City Detroit	State MI	ZIP Code 48226
Total Grant Award \$3,038,492	ATPA Award \$1,823,095	Match Requirement \$1,215,397	
Grant Period Start Date October 1, 2019	Grant Period End Date September 30, 2020	Project Number 21-20	
Authorized Official Ms. Katerli Bounds	Project Director Lt. Willie Duncan	Financial Contact Mr. Aharon Elchonen	

II. Contract Conditions and Requirements

Grant Award

The ATPA grant award is to be utilized solely for the benefit of motor vehicle theft prevention programs and initiatives.

The ATPA will only reimburse expenditures incurred during the grant period of October 1, 2019, to September 30, 2020.

The project number (listed above in Award Information) must be included on all correspondence addressed to the ATPA regarding this grant.

A change in authorized official, project director, financial contact, participating agency, personnel assigned to the team, or budget line item change requires a Project Modification Request (GRANTS-034), which can be downloaded from the ATPA website at www.michigan.gov/atpa.

The authorized official and financial officer will serve without compensation from the ATPA grant award.

Any amount of the grant award received, or forfeiture funds generated as a result of motor vehicle theft prevention activities shall be used to enhance motor vehicle theft prevention programs or initiatives. Forfeiture funds include, but are not limited to, forfeiture of cash and receipts from the sale of property.

Public communications materials, news releases, or training announcements that result from this grant must cite the "Auto Theft Prevention Authority" as the source of funding. Copies of the materials or news releases **must** be sent to the ATPA at least five days prior to publishing, and the ATPA reserves the right to make any necessary edits. The ATPA also has the royalty-free right to copy, publish, and distribute any data or material associated with this grant.

Law enforcement personnel funded by the ATPA grant award shall dedicate 100 percent of their regular work hours conducting ATPA grant-related duties. Prosecuting attorneys who designate a portion of their time for ATPA activities will dedicate 100 percent of their designated time to ATPA grant related duties. This will be reflected in daily logs which will be made available for on-site monitoring by ATPA personnel.

The grantee agrees to return all unexpended grant funds to the ATPA within 60 days after the project is completed. The check shall be made payable to the "State of Michigan."

Reporting

Failure to comply with any reporting responsibilities identified in this contract may result in withholding grant payment(s) or the cancellation of the grant award. The grantee's lack of compliance will also be taken into account when considering future grant applications and awards from the ATPA.

All grantees must comply with the requirements of the Uniform Crime Reporting (UCR) System Act, 1968 PA 319, as amended. This act requires county sheriffs' departments, as well as city, village, and township police departments, to submit monthly UCR data.

The Progress Report (GRANTS-037), Financial Report (GRANTS-035), and Expenditure Detail (GRANTS-036), can be downloaded from the ATPA website at www.michigan.gov/atpa. The grantee agrees to submit reports in accordance with the schedule referenced in this contract.

All grant-funded employees, including employees of subgrantees, will complete and submit an Employee Time Certification (GRANTS-038). Grantees will submit GRANTS-038 to the ATPA annually via email to MSPATPA@michigan.gov.

All projects must maintain adequate supporting documentation for financial and progress reports submitted to the ATPA. Failure to provide adequate supporting documentation may adversely affect current-year reimbursements and future ATPA grant requests.

ATPA Teams

The grantee will serve as the fiduciary for the ATPA grant. The fiduciary will be responsible for receiving grant funds, distributing funds to participating team members, and receiving and compiling reports from team members. The grantee will submit grant reports according to the schedule referenced in this contract, as well as those specially requested by the ATPA.

When an agency withdraws an employee from an ATPA team, the ATPA approved budget for that position will remain with the ATPA team. The project director must inform the ATPA when the withdrawal occurs by completing the Project Modification Request (GRANTS-034). The vacant position must be replaced within 30 days or the position will be unfunded unless an extension request has been approved in writing.

Participating agencies are expected to participate on the ATPA team that received the grant award for the entire grant period. Participating agencies that withdraw personnel from the ATPA team before the end of the grant period will be reimbursed based upon the percentage of the grant period in which they participated. The ATPA Board of Directors reserves the right to deny future grant awards based on agency participation.

All personnel who are funded by an ATPA team must have their activities approved by the team commander.

III. Program and Financial Review

On-Site Monitoring and Payments

ATPA staff will schedule appointments with grantees in order to conduct on-site monitoring and grantees must accept these appointments.

Grantees must maintain separate accounting records to document grant revenues and expenditures.

This grant is reimbursement only (excluding non-profit organizations). Grantees must document that expenditures have been paid by local sources before requesting reimbursement from the ATPA.

Supporting documentation which must be submitted with the financial report is as follows:

- Time and Attendance: Payroll expenditures must be supported by employee's earning history, attendance sheet, time sheet, payroll register, and duty log. These records must be retained and made available to ATPA staff during on-site monitoring.
 - o Law Enforcement and Prosecutors Only - Attach the monthly duty logs to the Financial Report (GRANTS-035) when submitted.
- Fringe Benefits and Overtime: Retain a copy of cost allocations for fringe benefits charged to the ATPA program.
 - o Law Enforcement and Prosecutors Only - Each person's overtime hours must not exceed twenty percent of the person's actual regular hours worked. For grantees only paying overtime, this limit does not apply.
- All payments for expenditures (e.g., utilities, office rent, copier use, vehicle lease/rent, cell phones) must be supported by an actual invoice or the method of determining cost.
- Equipment Procurement Procedures/Consultant/Contractual Service: Grantees must attach a copy of the actual invoice or the method of determining cost.

Payment Procedure: For non-profit organizations only, advance payment, with exception, will be based on prior experience and budget limitations. The ATPA agrees to provide the agency with an advance as needed, up to 90 percent of the total ATPA share. Non-profit organizations must submit the Financial Report (GRANTS-035) to request an advance payment. Non-profit organizations acknowledge that upon receipt of this advance, a liability due to the ATPA will be established. The liability will be reduced as expended and reported to the ATPA. Any unexpended funds shall be promptly returned to the ATPA.

- Advances are conditional upon receipt of financial and progress reports completed in accordance with grant conditions. The final payment will be made on a reimbursement basis.

All grantees must sign up through the online SIGMA Self Service vendor registration process to receive State of Michigan payments as Electronic Funds Transfers (EFT)/Direct Deposits, as mandated by the Management and Budget Act, 1984 PA 431, MCL 18.1283a. Vendor registration information is available on the Michigan Department of Technology, Management and Budget's (DTMB) website located at www.michigan.gov/SIGMAVSS.

Should the grantee discover an error in a previous reimbursement request, the grantee shall immediately notify the ATPA and refund the ATPA any funds not authorized for use under this contract and any payments or funds advanced to the grantee in excess of allowable reimbursable expenses.

Mileage Expense for Non-profit Organizations: Limited to the grantee's established mileage reimbursement allowance for non-federally funded activities, not to exceed the ATPA approved budget amount. Grantees must provide supporting documentation for these expenses.

Vehicle Usage/Rental Expenses for Law Enforcement and Prosecutors: Limited to the grantee's established reimbursement policy for non-federally funded activities, not to exceed the ATPA approved budget amount.

IV. Criminal or Administrative Investigations/Charges

If any employee of the grantee/subgrantee associated with this grant project becomes aware of a criminal or administrative investigation or charge that directly or indirectly involves grant funds referenced in this contract, the grantee shall immediately notify the ATPA's Executive Director in writing that such an investigation has been initiated or that a charge has been issued.

V. Debarment, Suspension, and Other Responsibility Matters (Direct Recipient)

Pursuant to Executive Order 12549 (Debarment and Suspension) and implemented at 2 C.F.R. Part 2867 for prospective participants in primary covered transactions as defined at 28 C.F.R. Part 2867, Section 2867.20(a) the grantee certifies that it and its principals:

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal department or agency;
- Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them and are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, on making false statements, or receiving stolen property;
- Have not within a two-year period preceding this application been convicted of a felony criminal violation under any federal law; and
- Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

VI. Suspension/Termination

The ATPA and/or the grantee may suspend and/or terminate this contract without further liability or penalty to the ATPA for any of the following reasons:

- Failure to comply with any of the terms of this contract. Suspension requires immediate action by the grantee to comply with the terms of this contract; otherwise, termination by the ATPA may occur.
- Failure of the grantee to make satisfactory progress toward the measurable objectives set forth in this contract.
- Filing false certification in this contract or other report or document.

This contract may be terminated by either party by giving 15-days written notice to the other party. Such written notice will provide valid, legal reasons for termination, along with the effective date of termination.

This contract may be terminated immediately if the grantee, an official of the grantee, or an owner is convicted of any activity referenced in Section IV of this contract during the term of this contract or any extension thereof.

Should this contract be terminated by either party, within 30 days after the termination, the grantee shall provide the ATPA with all financial, performance, and other reports required as a condition of this contract. The ATPA will make payments to the grantee for allowable reimbursable costs not covered by previous payments. The grantee shall immediately refund to the ATPA any funds not authorized for use and any payments or funds advanced to the grantee in excess of allowable reimbursable expenditures.

VII. Liability

All liability to third parties; loss or damage as a result of claims; and demands, costs, or judgments arising out of activities such as direct service delivery to be carried out by the grantee in the performance of this contract shall be the responsibility of the grantee and not the responsibility of the ATPA if the liability, loss, or damage is caused by or arises out of the actions or failure to act on the part of the grantee, any subgrantee, or anyone directly or indirectly employed by the grantee, provided that nothing herein shall be construed as a waiver of any governmental immunity that has been provided to the grantee or its employees by statute or court decisions.

All liability to third parties; loss, or damage as a result of claims; demands, costs, or judgments arising out of activities such as the provision of policy and procedural direction to be carried out by the ATPA in the performance of this contract shall be the responsibility of the ATPA and not the responsibility of the grantee if the liability, loss, or damage is caused by or arises out of the action or failure to act on the part of any ATPA employee or agent, provided that nothing herein shall be construed as a waiver of any governmental immunity by the state of Michigan, its agencies (the ATPA), or employees as provided by statute or court decisions.

In the event that liability to third parties, loss, or damage arises as a result of activities conducted jointly by the grantee and ATPA in fulfillment of their responsibilities under this contract, such liability, loss, or damage shall be borne by the grantee and the ATPA in relation to each party's responsibilities under these joint activities, provided that nothing herein shall be construed as a waiver of any governmental immunity by the grantee, the state of Michigan, its agencies (the ATPA), or their employees, respectively, as provided by statute or court decisions.

It is specifically understood and agreed that, if the State of Michigan or any County is party to this contract, nothing in this Section will require such party to indemnify any other party or entity in any litigation that may arise from the performance of this contract. This is not to be construed as a waiver of governmental immunity.

VIII. Eligible Expenditures

All eligible expenditures listed below with identified amounts are the ATPA portion; agencies are responsible for appropriate match as identified in Section I. Any expenditure not detailed below must have approval from the ATPA prior to acquisition/purchase.

- Regular salaries.
- Longevity costs.
- Fringe benefits (FICA, unemployment, workers compensation, retirement, life, medical, dental and vision insurance).
- Overtime hours. Hours must not exceed 20 percent of the total sworn employees' budgeted salary/fringe amount. This amount is cumulative for the team and can be utilized at the teams' discretion. For grantees only paying overtime, this limit does not apply.
- Travel and meals. Travel outside normal territory, not to exceed \$1,000 per employee/per year.
- Vehicle operation cost. Not to exceed:
 - o Law enforcement agency - Calculated at \$10,000 per employee/per year. Costs are cumulative, not limited per employee. Only vehicles engaged in road patrols/investigations are eligible.
- o Prosecutor's office - \$750 per assistant prosecuting attorney/per year for mileage and parking reimbursement.
- o Non-profit organization - \$1,500 per employee/per year for mileage reimbursement.
- Office space or utilities. Requires prior approval.
- Office furniture. Requires prior approval.
- Copier purchase/usage. Not to exceed:
 - o Law enforcement agency - \$1,200 per year.
 - o Prosecutor's office - \$1,200 per year.
 - o Non-profit organization - \$2,400 per year.
- Phone installation. Prior approval is required.

- Landline phone purchase/usage. Not to exceed:
 - o Law enforcement agency and prosecutor's office - \$750 per person/per year.
 - o Non-profit organization - \$1,500 per year.
- Office supplies. Not to exceed \$200 per year/per person.
- Investigative supplies for law enforcement agency (sworn employees only). Not to exceed \$300 per year/per person.
- Computer purchase. Prior approval is required.
- Cell phone purchase/usage. Prior approval is required.
- Motor vehicle theft-related association dues, including dues to the International Association of Automobile Theft Investigators and Michigan Association of Vehicle Theft Investigators.
- Training or conference for educational purposes relating to vehicle theft/fraud investigations. Prior approval is required.

IX. Ineligible Expenditures

This is not an all-inclusive list. Prior approval is required for any expenditure(s) not listed below.

- Inordinate fringes, including, but not limited to, lump sum payments (e.g., banked sick/vacation time, bonuses, pensions, health benefits, and holiday pay).
- Health care benefit waiver bonuses.
- Indirect costs.
- Expenditure(s) incurred before or after the grant period.
- Any administrative costs not directly related to the administration of this grant.
- In-car terminals and system.
- Law Enforcement Information Network (LEIN) usage fees.
- Vehicle, liability, or professional insurance.
- Non-motor vehicle theft-related membership and agency dues.
- Entertainment.
- Expenditures in excess of approved budget.
- Clothing/cleaning/gun allowance.
- Emergency response compensation.
- Show-up pay.
- Educational incentives (e.g., college courses and trade schools).
- First-class travel.
- Costs incurred applying for this grant (e.g., consultants, grant writers).
- Personnel, including law enforcement officers, not connected to the project to which this grant refers.
- Fundraising and any associated salaries or expenses.
- Legal fees.
- Purchase of promotional items unless prior approval is received in writing.
- Contributions and donations.
- Fines and penalties.
- Losses from uncollectible bad debts.
- Purchases of land.
- Military-type equipment such as armored vehicles, explosive devices, and other items typically associated with military arsenal.
- Construction costs and/or renovation, including remodeling.
- Expert witness fees.
- Weapons, including tasers.
- Conducting law enforcement operations with the intent of generating revenue for personal or agency gain through deceitful, fraudulent, unethical, or illegal methods.

X. Law Enforcement Objectives

- Reduce the number of motor vehicle thefts in your grant area by investigating cases that have the highest potential for reducing the demand for stolen vehicles, arresting individuals who are involved, and reducing false motor vehicle theft reports.
- Reduce the economic gain associated with motor vehicle theft by recovering stolen vehicles/parts/equipment and by identifying fraudulent insurance activity.
- Recover more in stolen vehicles/parts/equipment value than the total approved grant award from the ATPA.

- Comply with ATPA guidelines/policies/conditions and UCR requirements for submission of data.
- Maintain clear and reliable documentation for the project's performance activity and financial expenditures.
- Following auction, report to the ATPA the dollar amount deposited into the forfeiture account on the Progress Report (GRANTS-037).
- A team member shall attend regular meetings for area detectives and insurance investigators, including participation in the Anti Car Theft (ACT) meetings. Please note that email correspondence will be accepted in lieu of physical attendance.

XI. Law Enforcement Evaluation Criteria (See Section XVII. Arrest Ranking)

- Number of 14 point motor vehicle theft (MVT) related arrests.
- Number of 12 point MVT related arrests.
- Number of ten point MVT related arrests.
- Number of eight point MVT related arrests.
- Number of six point MVT related arrests.
- Number of four point MVT related arrests.
- Number of two point MVT related arrests.
- Number of insurance fraud related arrests.
- Number of passenger vehicles recovered.
- Dollar value of passenger vehicles recovered.
- Number of other vehicles recovered.
- Dollar value of other vehicles recovered.
- Number of parts parts/equipment recovered.
- Dollar value of parts/equipment recovered.
- Number of commercial vehicles recovered.
- Dollar value of commercial vehicles recovered.
- Dollar amount deposited into forfeiture account.

XII. Prosecutor Objectives

- Provide full-time access to the judicial system for the ATPA task forces in the grant area and provide opportunities to informally discuss cases and legal issues.
- Vertically prosecute all selected motor vehicle theft related cases.
- Maintain a policy of plea bargaining only when absolutely necessary.
- Achieve an overall conviction rate of 80 percent.
- Achieve a trial conviction rate of 70 percent.
- Strive for maximum sentence lengths for defendants.
- Maintain clear and reliable documentation of project's financial expenditures and performance activity.

XIII. Prosecutor Evaluation Criteria

- Number of cases initiated.
- Number of preliminary exams held.
- Number of preliminary exams waived.
- Number of cases disposed pre-trial.
- Number of defendants who pled guilty to original charge.
- Number of defendants who pled guilty to lesser included offense.
- Number of plea bargain dismissals.
- Number of other dismissals.
- Number of cases disposed by trial (jury/judge).
- Number of defendants convicted on original charge.
- Number of defendants convicted on reduced charge.
- Number of defendants incarcerated.
- Number of defendants fined/placed on probation.
- Dollar amount of restitution ordered.
- Number of defendants convicted of insurance fraud.

XIV. Non-Profit Organization Objectives

- Conduct 15 motor vehicle theft awareness education programs/seminars (minimum of 20 attendees each).
- Etch 200 vehicles.

- Distribute 1,500 ATPA approved auto theft preventative fliers/brochures regarding motor vehicle theft prevention.
- Write and publish no less than 5 articles about motor vehicle theft prevention. The articles must cite the ATPA as a source of funding. Forward article copies to the ATPA.
- Contact 200 residences within your community with a door-to-door strategy. Inform them of the most up to date auto theft prevention strategies.
- Maintain clear and reliable documentation of project's financial expenditures and performance activity.

XV. Non-Profit Organization Evaluation Criteria

- Number of programs/seminars conducted.
- Number of vehicles etched.
- Number of fliers/brochures distributed.
- Number of theft prevention articles written and published.
- Number of residences contacted.

XVI. Reporting Schedule

Organization Type	Quarterly Progress and Financial Reports		Due Date
Law Enforcement Agency Prosecuting Attorney's Office Non-Profit Organization	Progress Report (GRANTS-037)	10-01-19 to 12-31-19	01-31-20
	Financial Report (GRANTS-035)	10-01-19 to 12-31-19	01-31-20
	Progress Report (GRANTS-037)	01-01-20 to 03-31-20	04-30-20
	Financial Report (GRANTS-035)	01-01-20 to 03-31-20	04-30-20
	Progress Report (GRANTS-037)	04-01-20 to 06-30-20	07-31-20
	Financial Report (GRANTS-035)	04-01-20 to 06-30-20	07-31-20
	Financial Report (GRANTS-035)	07-01-20 to 09-30-20	10-15-20
	Progress Report (GRANTS-037)	07-01-20 to 09-30-20	10-31-20

Felony Charges	MCL	Arrest Points
Altering Vehicle Identification Number with Intent to Mislead	750.415	10
Arson - Owner Involved	750.75	14
Car-jacking	750.529a	8
Chop Shop	750.535a	14
Continuing Criminal Enterprise	750.159i	14
Counterfeit Insurance Certificates	257.222	6
Embezzlement	750.174	6
Failure to Return Rental Vehicle	750.362	6
False Certification	257.903	12
False Police Report	750.411a	8
False Pretenses	750.218	12
False Statement in Application for Title	257.254	12
Forged License Documents/License Plates	257.257	6
Insurance Fraud - Owner Staged Arson/Larceny/Theft	500.4511	14
Interstate Transportation of Stolen Motor Vehicle	750.535	14
Larceny by Conversion	750.362	6
Larceny from Motor Vehicle	750.356a	4
Obtain Personal Identification (ID) Without Permission	257.324	6
Odometer Fraud	257.233a	12
Operating License Forged, Altered, or False	257.324	6
Possess or Sell Rosette Rivets	750.415	4
Possess Stolen Vehicle with Intent to Pass Title	257.254	10
Repair - Salvage Facility Violation	257.217	4
Receiving and Concealing Stolen Property	750.535	8
Unlawfully Driving Away Automobile	750.413	6
Unlawful Use	750.414	4
Use Fraudulent ID to Lease or Purchase Vehicle	750.415	12
All Other Charges		2

XVII. Arrest Ranking

Note to Arrest Rankings:

- Team takes credit for most serious charge against subject and ignores others.
- Team takes credit for original arrest charge, even if reduced later by prosecutor.
- If subject is arrested on three separate warrants, team may count three arrests.
- Attempted crimes or conspiracy to commit crime earns same points as listed.

XVIII. Special Conditions

This contract is valid upon approval and execution by the ATPA.

This contract is conditionally approved, subject to and contingent upon the availability of funds.

The grantees will not assume any responsibility or liability for costs incurred by the ATPA prior to the full execution of this contract.

XIX. Contract Signatures

Grant funding will not be released until all requirements of the signed grant contract have been agreed upon. The undersigned has the authority to accept the terms of this grant contract.

Printed Name of Authorized Official	Signature of Authorized Official	Date
Printed Name of Project Director	Signature of Project Director	Date
Printed Name of Financial Contact	Signature of Financial Contact	Date
Printed Name of ATPA Executive Director	Signature of ATPA Executive Director	Date



CITY OF DETROIT
OFFICE OF THE CHIEF FINANCIAL OFFICER
OFFICE OF DEVELOPMENT AND GRANTS

COLEMAN A. YOUNG MUNICIPAL CENTER
2 WOODWARD AVENUE, SUITE 1026
DETROIT, MICHIGAN 48226
PHONE: 313 • 628-2158
FAX: 313 • 224 • 0542
WWW.DETROITMI.GOV

October 08, 2019

20
25 25

The Honorable Detroit City Council
ATTN: City Clerk Office
200 Coleman A. Young Municipal Center
Detroit MI 48226

RE: Authorization to submit a grant application to the Department of Health and Human Services for the FY 2020 Ryan White HIV/AIDS (RWHAP) Programs A and B

The Detroit Health Department is hereby requesting authorization from Detroit City Council to submit a grant application to the Department of Health and Human Services, for the FY 2020 Ryan White HIV/AIDS (RWHAP) Programs A and B. The amount being sought is \$2,960,466.18. There is no match requirement for the grant. The total project cost is \$2,960,466.18.

The Ryan White HIV/AIDS grant will enable the department to:

- Support HIV medical care and treatment services for uninsured and under-insured persons living with HIV in Detroit eligible metropolitan areas.

We respectfully request your approval to submit the grant application by adopting the attached resolution.

Sincerely,

Ryan Friedrichs
Director, Office of Development and Grants

CC:
Katerli Bounds, Deputy Director, Grants
Sajjiah Parker, Assistant Director, Grants

OCT 21 2019 MTNB JA, RM (210)

CITY CLERK 2019 OCT 11 09:11:02



Office of Development and Grants

RESOLUTION

Council Member _____

WHEREAS, the Detroit Health Department has requested authorization from City Council to submit a grant application to the Department of Health and Human Services, for the FY 2020 Ryan White HIV/AIDS (RWHAP) Programs A and B, in the amount of \$2,960,466.18, to support HIV medical care and treatment services for uninsured and under-insured persons living with HIV in Detroit eligible metropolitan areas; and

WHEREAS, there is no city match requirement; now

THEREFORE BE IT RESOLVED, the Detroit Health Department is hereby authorized to submit a grant application to the Department of Health and Human Services.

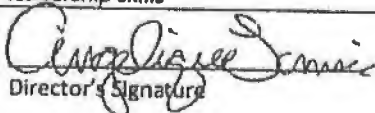
**Office of Grants Management
Grant Application Request Form**



In order to secure the Office of Grants Management approval required under Section 18-4-2 of the Detroit City Charter, this form is to be filled out by City Departments as soon as possible upon learning of an opportunity that the Department would like to pursue. This form must be submitted not later than 20 business days prior to the application deadline.

Please submit this form to Sajjiah Parker, Associate Director, Office of Grants Management at parkers@detroitmi.gov

City Department	Health
Date	October 7, 2019
Department Contact Name	Angelique Tomsic
Department Contact Phone	313-870-0073
Department Contact Email	tomsica@detroitmi.gov
Grant Opportunity Title	Ending the HIV Epidemic: A Plan for America- Ryan White HIV/AIDS Programs Parts A and B
Grant Opportunity Funding Agency	Department of Health and Human Services- Health Resources and Services Administration
Web Link to Opportunity Information	
Award Amount (that Department will apply for)	Currently \$2,950,466.18 - can apply up to \$4,000,000 (Appendix B, page 37)
Application Due Date	October 15, 2019
Duration of Grant Award	12 months, March 1, 201- February 29, 2020
Anticipated Proposed Budget Amount	\$2,950,466.18
Match Requirement Amount	None
Source of Match (Include Appropriation Number, Cost Center, and Object Code)	None
List of programs/services/activities to be funded and the Amount of Funding Requested for Each Sample: - ABC Afterschool program: \$150,000 - XYZ Youth leadership program: \$100,000 - Salary/Benefits: \$95,000 - Supplies: \$5,000	Outpatient and ambulatory health services, medical case management, early intervention services, medical nutrition therapy, mental health, home and community-based health services, health insurance premium and cost sharing assistance, medical transportation, food bank, emergency financial assistance, housing services, other professional services (legal), psychosocial support services, non-medical case management (please see funding amount on page 2)
Brief Statement of Priorities/Purpose for the Application Sample: To support expansion of promising youth development programs in MNO neighborhood.	To support HIV medical care and treatment services for uninsured and under-insured persons living with HIV in the Detroit eligible metropolitan area (Lapeer, Macomb, Monroe, Oakland, St. Clair and Wayne Counties).
Key Performance Indicators to be Used to Measure the Programs/Services/Activities Sample: # of kids newly enrolled in ABC and XYZ # of kids who complete ABC and XYZ % of kids from ABC who demonstrate improved educational performance % of kids from XYZ who demonstrate improved leadership skills	Health and Human Services and Health Resources Services Administration/ HIV AIDS Bureau Core Performance Measures (please see page 2)


Director's Signature

10/07/19
Date



CITY OF DETROIT
OFFICE OF THE CHIEF FINANCIAL OFFICER
OFFICE OF DEVELOPMENT AND GRANTS

COLEMAN A. YOUNG MUNICIPAL CENTER
2 WOODWARD AVENUE, SUITE 1026
DETROIT, MICHIGAN 48226
PHONE: 313 • 628-2158
FAX: 313 • 224 • 0542
WWW.DETROITMI.GOV

26

August 19, 2019

The Honorable Detroit City Council
ATTN: City Clerk Office
200 Coleman A. Young Municipal Center
Detroit MI 48226

RE: Request to Accept and Appropriate the FY 2019 Recycling Infrastructure Grant

The Michigan Department of Environment, Great Lakes, and Energy (EGLE) has awarded the City of Detroit Department of Public Works with the FY 2019 Recycling Infrastructure Grant for a total of \$458,370.40. The State share \$458,370.40 of the approved amount, and there is a required cash match of \$496,538.60. The total project cost is \$954,909.00.

The objective of the grant is to increase resident enrollment in the City of Detroit's recycling programs. The funding allotted to the department will be utilized to purchase recycling containers that will grow the residential curbside recycling program, launch a public space recycling program and establish a municipal building recycling program. This is a reimbursement grant.

If approval is granted to accept and appropriate this funding, the appropriation number is 20679, with the match amount coming from appropriation number 12396, in the amount of \$244,353.60, and from appropriation number 20674, in the amount of \$252,185.00.

I respectfully ask your approval to accept and appropriate funding in accordance with the attached resolution.

Sincerely,

Ryan Friedrichs
Director, Office of Development and Grants

CC:
Katerli Bounds, Deputy Director, Grants
Sajjiah Parker, Assistant Director, Grants

This request has been approved by the Law Department
This request has been approved by the Office of Budget

10/21/19 MTWB 5012M (210)

Office of Development and Grants

RESOLUTION

Council Member _____

WHEREAS, the Department of Public Works is requesting authorization to accept a grant of reimbursement from the Michigan Department of Environment, Great Lakes, and Energy (EGLE), in the amount of \$458,370.40, to increase resident enrollment in the City of Detroit's recycling programs; and

WHEREAS, this request has been approved by the Law Department; and

WHEREAS, this request has been approved by the Office of Budget; now

THEREFORE, BE IT RESOLVED that the Director or Head of the Department is authorized to execute the grant agreement on behalf of the City of Detroit, and

BE IT FURTHER RESOLVED, that the Budget Director is authorized to establish Appropriation number 20679, in the amount of \$954,909.00, which includes a cash match, in the amount of \$496,538.60, coming from Appropriation 12396, and a cash match, in the amount of \$252,185.00, coming from Appropriation 20674, for the FY 2019 Recycling Infrastructure Grant.

Ending the HIV Epidemic: A Plan for America – Ryan White HIV/AIDS Part A and Part B – Pending Draft Budget (Currently totals \$2,960,466.18, can apply for up to \$4,000,000).

SERVICES

- Media Campaign: \$250,000
- Community Health Worker Programs: \$200,000
- Empowerment+: \$175,000
- Initiative Services: \$1,200,000
- Emergency Financial Assistance: \$50,000
- Planning & Evaluation: 2,500

TOTAL Service: \$1,877,500.00

TOTAL Ryan White Service Providers: \$500,000

TOTAL Infrastructure: \$294,233.00

TOTAL Administration, Planning & Evaluation: \$264,207.43

TOTAL Clinical Quality Management: \$24,525.75



CITY OF DETROIT
OFFICE OF THE CHIEF FINANCIAL OFFICER
OFFICE OF DEVELOPMENT AND GRANTS

Do Not Use

COLEMAN A. YOUNG MUNICIPAL CENTER
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FAX: 313 • 224 • 0542
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Sincerely,

Ryan Friedrichs
Director, Office of Development and Grants

CC:
Katerli Bounds, Deputy Director, Grants
Sajjiah Parker, Assistant Director, Grants

This request has been approved by the Law Department
This request has been approved by the Office of Budget
OCT 21 2019

Office of Development and Grants

RESOLUTION

Council Member _____

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WHEREAS, this request has been approved by the Law Department; and

WHEREAS, this request has been approved by the Office of Budget; now

THEREFORE, BE IT RESOLVED that the Director or Head of the Department is authorized to execute the grant agreement on behalf of the City of Detroit, and

BE IT FURTHER RESOLVED, that the Budget Director is authorized to establish Appropriation number 20679, in the amount of \$954,909.00, which includes a cash match, in the amount of \$496,538.60, coming from Appropriation 12396, for the FY 2019 Recycling Infrastructure Grant.



**RECYCLING INFRASTRUCTURE GRANT AGREEMENT
BETWEEN THE
MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY
AND CITY OF DETROIT DEPARTMENT OF PUBLIC WORKS**

This Grant Agreement ("Agreement") is made between the Michigan Department of Environment, Great Lakes, and Energy (EGLE), Materials Management Division ("State"), and City of Detroit Department of Public Works ("Grantee").

The purpose of this Agreement is to provide funding in exchange for work to be performed for the project named below. Legislative appropriation of Funds for grant assistance is set forth in Public Acts of 2018, Public Act No. 588. This Agreement is subject to the terms and conditions specified herein.

Project Name: City of Detroit - DPW

Amount of grant: \$458,370.40

Amount of match: \$496,538.60 = 52%

Start Date (date executed by EGLE): _____

Project #: _____

% of grant state 100 / % of grant federal 0

Project Total: \$954,909.00 (grant plus match)

End Date: September 30, 2020

GRANTEE CONTACT:

Ron Brundidge, Director

Name/Title

City of Detroit Dept. of Public Works

Organization

2 Woodward Avenue, Suite 611

Address

Detroit, MI 48226

Address

313-224-3905

Telephone number

Fax number

brundidger@detroitmi.gov

E-mail address

38-6004606

Federal ID number –

006530661

Grantee DUNS number - (Required for Federal Funding)

STATE'S CONTACT:

Elizabeth Garver, Recycling Specialist

Name/Title

Materials Management Division

Division/Bureau/Office

P.O. Box 30241

Address

Lansing, MI 48909-7741

Address

586-753-3837

Telephone number

Fax number

garvere2@michigan.gov

E-mail address

The individuals signing below certify by their signatures that they are authorized to sign this Agreement on behalf of their agencies and that the parties will fulfill the terms of this Agreement, including any attached appendices, as set forth herein.

FOR THE GRANTEE:

Signature

Date

Name/Title

FOR THE STATE:

Signature

Date

Jack Schinderle, Division Director, Materials Management Division

Name/Title

I. PROJECT SCOPE

This Agreement and its appendices constitute the entire Agreement between the State and the Grantee and may be modified only by written agreement between the State and the Grantee.

(A) The scope of this project is limited to the activities specified in Appendix A and such activities as are authorized by the State under this Agreement. Any change in project scope requires prior written approval in accordance with Section III, Changes, in this Agreement.

(B) By acceptance of this Agreement, the Grantee commits to complete the project identified in Appendix A within the time period allowed for in this Agreement and in accordance with the terms and conditions of this Agreement.

II. AGREEMENT PERIOD

Upon signature by the State, the Agreement shall be effective from the Start Date until the End Date on page 1. The State shall have no responsibility to provide funding to the Grantee for project work performed except between the Start Date and the End Date specified on page 1. Expenditures made by the Grantee prior to the Start Date or after the End Date of this Agreement are not eligible for payment under this Agreement.

III. CHANGES

Any changes to this Agreement shall be requested by the Grantee or the State in writing and implemented only upon approval in writing by the State. The State reserves the right to deny requests for changes to the Agreement or to the appendices. No changes can be implemented without approval by the State.

IV. GRANTEE DELIVERABLES AND REPORTING REQUIREMENTS

The Grantee shall submit deliverables and follow reporting requirements specified in Appendix A of this Agreement.

(A) The Grantee must complete and submit quarterly financial and progress reports according to a form and format prescribed by the State and must include supporting documentation of eligible project expenses. These reports shall be due according to the following:

Reporting Period	Due Date
January 1 – March 31	April 30
April 1 – June 30	July 31
July 1 – September 30	Before October 15*
October 1 – December 31	January 31

*Due to the State's year-end closing procedures, there will be an accelerated due date for the report covering July 1 – September 30. Advance notification regarding the due date for the quarter ending September 30 will be sent to the Grantee. If the Grantee is unable to submit a report in early October for the quarter ending September 30, an estimate of expenditures through September 30 must be submitted to allow the State to complete its accounting for that fiscal year.

The forms provided by the State shall be submitted to the State's contact at the address on page 1. All required supporting documentation (invoices, proof of payment, etc.) for expenses must be included with the report.

(B) The Grantee shall provide a final project report in a format prescribed by the State.

The Grantee shall submit the final status report, including all supporting documentation for expenses, along with the final project report and any other outstanding products within 30 days from the End Date of the Agreement.

(C) The Grantee must provide 2 copies of all products and deliverables in accordance with Appendix A.

(D) All products shall acknowledge that the project was supported in whole or in part by Recycling Grant Program, EGLE, per the guidelines provided by the program.

V. GRANTEE RESPONSIBILITIES

(A) The Grantee agrees to abide by all applicable local, state, and federal laws, rules, ordinances, and regulations in the performance of this grant.

(B) All local, state, and federal permits, if required, are the responsibility of the Grantee. Award of this grant is not a guarantee of permit approval by the State.

(C) The Grantee shall be solely responsible to pay all applicable taxes and fees, if any, that arise from the Grantee's receipt or execution of this grant.

(D) The Grantee is responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, and other services submitted to the State under this Agreement. The Grantee shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in drawings, designs, specifications, reports, or other services.

(E) The State's approval of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve the Grantee of responsibility for the technical adequacy of the work. The State's review, approval, acceptance, or payment for any of the services shall not be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

(F) The Grantee acknowledges that it is a crime to knowingly and willingly file false information with the State for the purpose of obtaining this Agreement or any payment under the Agreement, and that any such filing may subject the Grantee, its agents, and/or employees to criminal and civil prosecution and/or termination of the grant.

VI. USE OF MATERIAL

Unless otherwise specified in this Agreement, the Grantee may release information or material developed under this Agreement, provided it is acknowledged that the State funded all or a portion of its development.

The State, and federal awarding agency, if applicable, retains a royalty-free, nonexclusive and irrevocable right to reproduce, publish, and use in whole or in part, and authorize others to do so, any copyrightable material or research data submitted under this grant whether or not the material is copyrighted by the Grantee or another person. The Grantee will only submit materials that the State can use in accordance with this paragraph.

VII. ASSIGNABILITY

The Grantee shall not assign this Agreement or assign or delegate any of its duties or obligations under this Agreement to any other party without the prior written consent of the State. The State does not assume responsibility regarding the contractual relationships between the Grantee and any subcontractor.

VIII. SUBCONTRACTS

The State reserves the right to deny the use of any consultant, contractor, associate, or other personnel to perform any portion of the project. The Grantee is solely responsible for all contractual activities performed under this Agreement. Further, the State will consider the Grantee to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated Grant. All subcontractors used by the Grantee in performing the project shall be subject to the provisions of this Agreement and shall be qualified to perform the duties required.

IX. NON-DISCRIMINATION

The Grantee shall comply with the Elliott Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2101 *et seq.*, the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101 *et seq.*, and all other federal, state, and local fair employment practices and equal opportunity laws and covenants that it shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to his or her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, or physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position. The Grantee agrees to include in every subcontract entered into for the performance of this Agreement this covenant not to discriminate in employment. A breach of this covenant is a material breach of this Agreement.

X. UNFAIR LABOR PRACTICES

The Grantee shall comply with the Employers Engaging in Unfair Labor Practices Act, 1980 PA 278, as amended, MCL 423.321 *et seq.*

XI. LIABILITY

(A) The Grantee, not the State, is responsible for all liabilities as a result of claims, judgments, or costs arising out of activities to be carried out by the Grantee under this Agreement, if the liability is caused by the Grantee, or any employee or agent of the Grantee acting within the scope of their employment or agency.

(B) Nothing in this Agreement should be construed as a waiver of any governmental immunity by the Grantee, the State, its agencies, or their employees as provided by statute or court decisions.

XII. CONFLICT OF INTEREST

No government employee, or member of the legislative, judicial, or executive branches, or member of the Grantee's Board of Directors, its employees, partner agencies, or their families shall benefit financially from any part of this Agreement.

XIII. ANTI-LOBBYING

If all or a portion of this Agreement is funded with federal funds, then in accordance with OMB Circular A-21, A-87, or A-122, as appropriate, the Grantee shall comply with the Anti-Lobbying Act, which prohibits the use of all project funds regardless of source, to engage in lobbying the state or federal government or in litigation against the State. Further, the Grantee shall require that the language of this assurance be included in the award documents of all subawards at all tiers.

If all or a portion of this Agreement is funded with state funds, then the Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of lobbying as defined in the State of Michigan's lobbying statute, MCL 4.415(2). "'Lobbying' means communicating directly with an official of the executive branch of state government or an official in the legislative branch of state government for the purpose of influencing legislative or administrative action." The Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of litigation against the State. Further, the Grantee shall require that language of this assurance be included in the award documents of all subawards at all tiers.

XIV. DEBARMENT AND SUSPENSION

By signing this Agreement, the Grantee certifies that it has checked the federal debarment/suspension list at www.SAM.gov to verify that its agents, and its subcontractors:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or the state.
- (2) Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, as defined in 45 CFR 1185; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- (3) Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in subsection (2).
- (4) Have not within a three-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.
- (5) Will comply with all applicable requirements of all other state or federal laws, executive orders, regulations, and policies governing this program.

XV. AUDIT AND ACCESS TO RECORDS

The State reserves the right to conduct a programmatic and financial audit of the project, and the State may withhold payment until the audit is satisfactorily completed. The Grantee will be required to maintain all pertinent records and evidence pertaining to this Agreement, including grant and any required matching funds, in accordance with generally accepted accounting principles and other procedures specified by the State. The State or any of its duly authorized representatives must have access, upon reasonable notice, to such books, records, documents, and other evidence for the purpose of inspection, audit, and copying. The Grantee will provide proper facilities for such access and inspection. All records must be maintained for a minimum of [five] years after the final payment has been issued to the Grantee by the State.

XVI. INSURANCE

(A) The Grantee must maintain insurance or self-insurance that will protect it from claims that may arise from the Grantee's actions under this Agreement.

(B) The Grantee must comply with applicable workers' compensation laws while engaging in activities authorized under this Agreement.

XVII. OTHER SOURCES OF FUNDING

The Grantee guarantees that any claims for reimbursement made to the State under this Agreement must not be financed by any source other than the State under the terms of this Agreement. If funding is received through any other source, the Grantee agrees to delete from Grantee's billings, or to immediately refund to the State, the total amount representing such duplication of funding.

XVIII. COMPENSATION

(A) A breakdown of costs allowed under this Agreement is identified in Appendix A. The State will pay the Grantee a total amount not to exceed the amount on page 1 of this Agreement, in accordance with Appendix A, and only for expenses incurred and paid. All other costs necessary to complete the project are the sole responsibility of the Grantee.

(B) Expenses incurred by the Grantee prior to the Start Date or after the End Date of this Agreement are not allowed under the Agreement.

(C) The State will approve payment requests after approval of reports and related documentation as required under this Agreement.

(D) The State reserves the right to request additional information necessary to substantiate payment requests.

(E) Payments under this Agreement may be processed by Electronic Funds Transfer (EFT). The Grantee may register to receive payments by EFT at the SIGMA Vendor Self Service web site (<https://sigma.michigan.gov/webapp/PRDVSS2X1/AltSelfService>).

(F) An amount equal to 5 percent of the grant award will be withheld by the State until the project is completed in accordance with Section XIX, Closeout, and Appendix A.

(G) The Grantee is committed to the match percentage on page 1 of the Agreement, in accordance with Appendix A. The Grantee shall expend all local match committed to the project by the End Date on page 1 of the Agreement.

XIX. CLOSEOUT

(A) A determination of project completion, which may include a site inspection and an audit, shall be made by the State after the Grantee has met any match obligations, satisfactorily completed the activities, and provided products and deliverables described in Appendix A.

(B) Upon issuance of final payment from the State, the Grantee releases the State of all claims against the State arising under this Agreement. Unless otherwise provided in this Agreement or by State law, final payment under this Agreement shall not constitute a waiver of the State's claims against the Grantee.

(C) The Grantee shall immediately refund to the State any payments in excess of the costs allowed by this Agreement.

XX. CANCELLATION

This Agreement may be canceled by the State, upon 30 days written notice, due to Executive Order, budgetary reduction, other lack of funding, upon request by the Grantee, or upon mutual agreement by the State and Grantee.

The State may honor requests for just and equitable compensation to the Grantee for all satisfactory and eligible work completed under this Agreement up until 30 days after written notice, upon which time all outstanding reports and documents are due to the State and the State will no longer be liable to pay the grantee for any further charges to the grant.

XXI. TERMINATION

(A) This Agreement may be terminated by the State as follows.

(1) Upon 30 days written notice to the Grantee:

- a. If the Grantee fails to comply with the terms and conditions of the Agreement, or with the requirements of the authorizing legislation cited on page 1, or the rules promulgated thereunder, or other applicable law or rules.
- b. If the Grantee knowingly and willingly presents false information to the State for the purpose of obtaining this Agreement or any payment under this Agreement.
- c. If the State finds that the Grantee, or any of the Grantee's agents or representatives, offered or gave gratuities, favors, or gifts of monetary value to any official, employee, or agent of the State in an attempt to secure a subcontract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Agreement.
- d. If the Grantee or any subcontractor, manufacturer, or supplier of the Grantee appears in the register of persons engaging in unfair labor practices that is compiled by the Michigan Department of Licensing and Regulatory Affairs or its successor.
- e. During the 30-day written notice period, the State shall withhold payment for any findings under subparagraphs a through d, above and the Grantee will immediately cease charging to the grant and stop earning match for the project (if applicable).

(2) Immediately and without further liability to the State if the Grantee, or any agent of the Grantee, or any agent of any subcontract is:

- a. Convicted of a criminal offense incident to the application for or performance of a State, public, or private contract or subcontract;
- b. Convicted of a criminal offense, including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees;
- c. Convicted under State or federal antitrust statutes; or
- d. Convicted of any other criminal offense that, in the sole discretion of the State, reflects on the Grantee's business integrity.
- e. Added to the federal or state Suspension and Debarment list.

(B) If a grant is terminated, the State reserves the right to require the Grantee to repay all or a portion of funds received under this Agreement.

XXII. IRAN SANCTIONS ACT

By signing this Agreement, the Grantee is certifying that it is not an Iran linked business, and that its contractors are not Iran linked businesses, as defined in MCL 129.312.

PROJECT-SPECIFIC REQUIREMENTS – APPENDIX A

I. GRANT APPLICATION; PROJECT SCOPE

The scope of this project is outlined in the Grantee's approved Fiscal Year 2019 Recycling Infrastructure Grant Program Proposal, which is included in this grant agreement as part of this Appendix A, as well as any subsequent modifications to the original grant proposal as approved by the State.

II. GRANT REIMBURSEMENT PROCESS

Breakdown of project funds covered under this Agreement:

Grant Amount = \$458,370.40
Matching Funds = \$496,538.60
Total Grant Budget = \$954,909.00

The total payment made to the Grantee by the State shall not exceed \$458,370.40. Any additional costs associated with the project shall be the responsibility of the Grantee.

The Grantee is responsible for the payment of all eligible costs necessary to complete the project. The Grantee shall submit reimbursement requests to the State which specify the time period covered by the reimbursement request and the payments made by the Grantee during the time period. Grant reimbursements will be for up to 75 percent of the documented purchase expenditures, not to exceed the awarded grant amount, less a 5 percent retention amount that will be released upon approval of the final report. The final report is due six months after the infrastructure item(s) have been purchased and/or constructed, but no later than February 28, 2021.

A request for payment shall be submitted by the Grantee on a form provided by the State and shall include proof of payment to the vendor (such as canceled checks, ACH, wire transfer confirmations, bank statements, etc.) and proof of receipt of goods. Grantees will be reimbursed up to 75 percent of documented purchase expenditures, not to exceed the awarded grant amount. The remaining unreimbursed expenditures serve as the required match amount for the grant. Reimbursement forms will be available on the EGLE's Recycling Program website located at: <http://www.michigan.gov/mirecycles>.

The Grantee is responsible for ensuring that all partner entities fulfill their commitments under the grant proposal.

The Grantee is responsible for ensuring that all products requiring reimbursement acknowledge that the project was supported in whole or in part by the EGLE Recycling Grant Program.

III. REPORTING REQUIREMENTS

The Grantee shall comply with all reporting requirements of the State during the Agreement Period.

QUARTERLY REPORT

The Grantee shall submit the final quarterly status and financial report, including all supporting documentation for expenses, by September 30, 2020. Supporting documentation must include proof of payment and proof of receipt of goods.

Quarterly progress and financial reports must be submitted at least every three months during the Agreement Period, even if no funds were expended. Provide the following narrative using the numbers and headings listed below:

I. SUMMARY OF ACTIONS TAKEN DURING THE CURRENT PERIOD

- A. Describe the tasks completed and how project funds were expended during the time period covered by the report. If no funds were expended during the current period, include a statement to that effect and explain why. A description of tasks completed during the current period must still be included.
- B. If any products were developed during the time period covered by the report, include a copy of the products with the report.

II. SUMMARY OF ACCOMPLISHMENTS DURING THIS PERIOD

- A. Goals and objectives as set forth in the grant application and grant contract. List the project's stated goals and objectives and describe how the project is meeting them.
- B. Additional project accomplishments not included in original project goals and objectives.
- C. Project data: Provide any data collected during the current period, as described in the grant application incorporated with this contract. Attach available documentation which supports the data. If the data provided covers a previous reporting period, specify the dates which the data is from.

III. SUMMARY OF REMAINING ACTIONS TO BE TAKEN

- A. Describe the remaining tasks to be completed and indicate whether or not these tasks will be completed within the approved project schedule. For tasks which will not be completed within the approved project schedule, discuss the reasons for the delay and provide the revised task completion date.

IV. PROBLEMS ENCOUNTERED DURING THIS PERIOD

- A. Identify any problems encountered during the current reporting period and explain how they were resolved. Describe the impact these problems have had or will have on project design, completion, and operations.

V. ADDITIONAL COMMENTS

- A. Provide any additional comments relevant to the status of the project and its operations.

VI. FINANCIAL DOCUMENTATION

- A. Provide required documentation, including proof of payment and proof of receipt of goods, for funds expended during the reporting period.

FINAL PROJECT REPORT

The purpose of the final project report is to provide the State with data on your project and a narrative discussion about your project, including an evaluation of the project to date. The final report is due six months after the infrastructure item(s) have been purchased and/or constructed, but no later than February 28, 2021. Retained funds will be forfeited by the Grantee if the final report is not accepted.

Identify the time period covered by the final project report. Provide the following narrative information using the numbers and headings listed below:

I. PROJECT DESCRIPTION

A. Provide a description of the project funded.

- i. Provide a 4-5 sentence summary of the project, including the following information, as applicable: description of item purchased and/or constructed, geographical area served, population and/or number of households/units served, volume of containers, collection frequency, collection method, list of recyclable or organic materials collected, name and location of recycling processor, increase in processing capacity, and description of how project will be sustained beyond the grant timeline.
- ii. Include any news articles and/or photographs as appropriate.
- iii. Include the date project operations began and a discussion of the current status of project operations.

B. List and explain the steps involved in completing the project, from planning through implementation to ongoing operations. Include the dates of major project activities and events.

C. List and discuss other entities (e.g., companies, nonprofit groups, local units of government) that played a role in planning and implementing the project and briefly describe their role. Describe any formal agreements that were entered into as a part of project implementation.

II. PROJECT DATA

A. Diversion rate, participation rate, and geographical area. Project data must also be submitted through the ReTRAC system.

- i. For the time period covered by this report, provide the quantity of recyclable or organic materials diverted, in tons or cubic yards /time period. Specify which recyclable or organic materials are included in this reported volume. Describe the methods for measuring these quantities.
- ii. Provide diversion rates prior to the grant project, if known.
- iii. For the time period covered by this report, provide information on the number of people and/or number of households/units served by the project. Describe the methods for measuring these numbers.
- iv. Provide information on the number of people and/or number of households/units served prior to the grant project, if known.

- v. For the time period covered by this report, provide information on the geographical area served by the project.
 - vi. Provide previous information on the geographical area served by the program prior to the current grant project.
- B. Education and Outreach Program. Provide the following information for all project related promotional activities which have occurred as a result of the project:
- i. Types of groups (audience) targeted.
 - ii. Types of promotional materials developed.
 - iii. Methods used to distribute information or materials.
 - iv. Planned/future educational efforts.

III. PROJECT COSTS: Provide the following information regarding additional costs required to implement the project:

- A. Provide the dollar amounts and a description of all additional program related capital costs which have been incurred during the time period covered by this report. Identify the specific dates these costs were incurred.
- B. For the time period covered by this report, provide the dollar amounts and a description of all additional costs (beyond match) required to complete the project. Identify the specific dates these costs were incurred.
- C. For the time period covered by this report, provide the dollar amount and a description of the costs needed to operate the project.
- D. Describe the funding mechanisms utilized to operate and maintain the project activities.

IV. PROJECT EVALUATION

- A. Goals and Objectives. Summarize each of the project's goals and objectives as stated in your original proposal. Discuss (in both narrative and numerical terms) how well you are meeting each goal and objective. For each goal or objective that is not being met, discuss why.
 - i. If the project goals and objectives have changed from those that were originally established, discuss how and why. Also, discuss how these changes have impacted the final project.
 - ii. Recovery/Access/Participation Goals: As a part of the above discussion of project goals and objectives, identify the increase in either volume collected (in tons or cubic yards per year) by material type, or geographical access/population served that the project is currently achieving. If the project is not meeting its goals, provide a discussion on why these goals are not being met. Also, indicate what steps you are taking in order to meet the stated goals in the future, and provide a timeframe for meeting these goals.
- B. Discuss any project accomplishments not included in the project's original goals and objectives.

- C. Discuss the economic impact the project has had on the local economy. Include information on new jobs created and sustained and any other relevant economic information.
- D. List and describe all significant problems encountered during project implementation, including any cost overruns, institutional barriers, local issues, etc. Describe how the problems were addressed and resolved. Describe any impact these problems had in project design, implementation and/or ongoing operations.
- E. Describe the most successful components of the project and explain why you think they are successful.
- F. Describe the least successful components of the project and explain why you think they are not successful.
- G. Lessons Learned. Discuss any conclusions you have made about the technical and economic feasibility of carrying out a similar project. Identify what you would do differently if you were to carry out a similar project, and why.

V. ADDITIONAL COMMENTS

- A. Provide any additional information relevant to the status of the project and its operations.

The quarterly and final project report must be signed by the authorized contact person for the project. Indicate any name, address or telephone number changes for the contact person and/or the project.

Submit the quarterly and final project reports to the attention of the State's contact at the following email address:

EGLE-RecyclingGrant@michigan.gov



CITY OF DETROIT
GENERAL SERVICES DEPARTMENT

18100 MEYERS ROAD
DETROIT, MICHIGAN 48235
PHONE 313•628•0900 TTY:311
FAX 313•628•1915
WWW.DETROITMI.GOV

6829
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X
X
X

August 26, 2019

Honorable City Council;

Re: Authorization to enter into a Funding Agreement with Economic Development Corporation for the Riverfront Asset Plan.

The General Services Department is requesting authorization from your Honorable Body to enter into a Funding Agreement with Economic Development Corporation to launch a comprehensive assessment of its Riverfront Assets.

The purpose of this agreement is to determine the level of capital improvements and economic development strategies that will support the long term viability of the property. The General Services Department along with Economic Development Corporation will manage and oversee the planning study, including procurement of a consultant to perform the Planning Services.

We respectfully request your authorization to set up appropriation segments **4533-20507-470010-631100-470008** for the general fund portion of \$181,100 to be added to appropriation segment **4503-21001-470038-644124-475010-02009** for the UTGO Bonds in the amount of \$1,000,000 to fund the planning study with a Waiver of Reconsideration

Sincerely,

Janet H. Anderson

Janet Anderson, PhD
Director

~~SEP 19 2019 BB 1 WEEK A.S (30)~~
SEP 26 2019 BB 1 WK. (RCL) 2-0 (MS; RCL)
OCT 03 2019 - MTNB to p.o)

10-8-19 - Postpone 1 wk

(pulled from the formal session of 10-8-19 and directed to be postponed until 10-15-19)

10-15-19 Sent back to committee from formal session of 10-8-19.

OCT 17 2019 MTNB PC-L (20)



RESOLVED

Council Member _____

Whereas, the City wants to launch a comprehensive assessment of its Riverfront Assets, to determine the level of capital improvements and economic development strategies to support the long-term viability of the assets;

Whereas, General Services Department will collaborate with Economic Development Corporation to manage and oversee the Planning Study, including the procurement of a consultant

Whereas, appropriation segments **4533-20507-470010-631100-470008** for the \$181,100 from the general fund and appropriation segment **4503-21001-470038-644124-475010-02009** for the amount of \$1,000,000 from the UTGO Bond will be set up to handle the associated cost of the planning study.

**FUNDING AGREEMENT
BY AND BETWEEN
THE ECONOMIC DEVELOPMENT CORPORATION OF THE CITY OF DETROIT
AND
THE CITY OF DETROIT
(RIVERFRONT ASSET PLAN)**

THIS FUNDING AGREEMENT ("Agreement") executed this 9 day of August, 2019 and effective as of the date that it is approved by the City Council of the City of Detroit (the "City Council"), is an agreement by and between The Economic Development Corporation of the City of Detroit (the "EDC"), a Michigan public authority and body corporate organized and existing pursuant to Act 338 of the Public Acts of Michigan of 1974, as amended, and the City of Detroit (the "City"), a Michigan municipal corporation acting by and through its General Services Department (the "GSD"). The City and the EDC may also be known individually as a "Party" or collectively as the "Parties".

WHEREAS, the City desires to launch a comprehensive assessment of its Riverfront Assets, to determine the level of capital improvements and economic development strategies to support the long-term viability of the assets; and

WHEREAS, GSD wishes to engage the EDC to assist in managing and overseeing the Planning Study, including procurement of a consultant to perform the Planning Services (as defined below) (the "Consultant"); and

WHEREAS, the Board of Directors of the EDC authorized the EDC to enter into this Agreement and to assist the City with the Planning Study pursuant to EDC Resolution EDC 1906-52-12.

NOW, THEREFORE, it is agreed that:

1. The above recitals are incorporated into this Agreement as if fully set out word for word.
2. The term "Planning Services" as herein used, is hereby defined as any assessment services including but not limited to surveys, structural assessments, seawall assessments, title work, other due diligence work, community engagement, planning and design, business and financial planning necessary to support the Riverfront Asset Plan as outlined in Exhibit A and requested by GSD that are required by GSD and related to the City's Riverfront assets.
3. The City agrees to reserve an amount not to exceed One Million and 00/100 Dollars (\$1,000,000.00) from UTGO bond proceeds (the "UTGO Funds") to fund the Planning Services to be performed by the Consultant on behalf of the EDC and the City. The UTGO Funds shall be disbursed by the City to the EDC as follows: (i) the full amount of the fee payable to the Consultant for the Planning Services (not to exceed \$1,000,000.00), payable in one lump sum payment, within thirty (30) days following the EDC's presentation to the City of a complete payment request including an invoice, the fully executed contract

between the EDC and the Consultant, and any additional documents requested by the City; and, (ii) subject to GSD's prior approval as described in Paragraph 5, the full amount of any change order resulting in an increased fee to the Consultant, payable in one lump sum payment, within thirty (30) days following the EDC's presentation to the City of an additional complete payment request including an invoice in the amount of the increased fee requested, the fully executed change order between the EDC and the Consultant, and any additional documents requested by the City. Notwithstanding anything to the contrary set forth herein, in no event shall the City or GSD be obligated to remit funds to the Consultant exceeding \$1,000,000.00. Upon GSD's request, the EDC shall provide GSD with invoices and other documents reasonably requested by GSD evidencing the EDC's expenditure of the UTGO Funds for the Planning Services.

4. The City agrees to reserve an amount equal to One Hundred Eighty One Thousand Eight Hundred Eighty Dollars (\$181,880.00) in general fund proceeds (the "General Funds" and together with the UTGO Funds, the "City Funds")) to pay an administrative fee (the "Administrative Fee") to the EDC for the EDC's oversight and other administration of the Planning Services. The Administrative Fee shall be payable in one lump sum payment following the full execution of this Agreement and the approval of this Agreement by Detroit City Council. The City will endeavor to remit to EDC payment of the Administrative Fee within thirty (30) days' of EDC's presentation to the City of a complete payment request including an invoice and any additional documents requested by the City. Notwithstanding anything to the contrary set forth herein, in no event shall the City or GSD be obligated to remit an Administrative Fee to EDC exceeding One Hundred Eighty-One Thousand Eight Hundred Eighty and 00/100 Dollars (\$181,880.00).
5. Notwithstanding anything herein to the contrary, including but not limited to the provisions of Paragraph 3 hereof, the EDC will promptly notify GSD, or cause GSD to be promptly notified of any proposed change order or other modification of a specific scope item that could cause a material increase in the costs of such work. Any such cost increases exceeding the total amount of UTGO Funds then disbursed must first be approved by the City prior to EDC incurring any additional costs in connection with the increase.
6. The scope of work for the Planning Services to be completed by the EDC shall be publicly bid by EDC pursuant to a competitive bidding process. GSD shall approve the final selected EDC contractor(s).
7. The EDC shall include in any agreements with third parties for completion of the Planning Services a requirement that such third parties indemnify both the City and the EDC.
8. The EDC shall include in any agreements with third parties for completion of the Planning Services a requirement that such third parties maintain certain insurance coverages acceptable to GSD with related insurance policies naming the "City of Detroit" as an additional insured.

9. The EDC shall, and shall require any third parties completing the Planning Services to maintain full and complete books, ledgers, journals, accounts, documents and records in auditable form wherein are kept all entries reflecting all of its operations pursuant to this Agreement, and the EDC and any third parties completing the Planning Services shall make available all books, documents, papers and records for monitoring, audits, inspections and examinations by the City during normal business hours. In the fulfillment of its responsibilities under this Agreement the EDC will abide by and cause any persons receiving funds pursuant to this Agreement to abide by all federal, state and local laws, as well as relevant City executive orders.
10. All records referred to in Paragraph 9 shall be maintained by the EDC and any third parties completing the Planning Services for three (3) years after the completion of the Planning Services. In the event of dispute between the Parties arising out of this Agreement that occurs within three (3) years after the later of the completion of the Planning Services or the final disbursement of City Funds, the EDC and any parties completing the Planning Services shall continue to maintain the data required pursuant to this paragraph until said dispute has been finally concluded, including all available challenges or appeals and audits.
11. All notices, consents, approvals, requests and other communications, herein collectively called "Notices", required or permitted under this Agreement shall be given in writing, signed by an authorized representative of the City or the EDC, and hand delivered, mailed by first-class mail, or mailed by overnight courier such as, by way of example only, FedEx, and addressed as follows:

If to the City:

City of Detroit
General Services Department
Coleman A. Young Municipal Center
2 Woodward Avenue, Suite 808
Detroit, Michigan, 48226
Attention: Director

If to the EDC:

The Economic Development Corporation of the
City of Detroit
500 Griswold, Suite 2200
Detroit, Michigan 48226
Attention: Authorized Agent

With a copy to:

The City of Detroit Law Department
Coleman A. Young Municipal Center
2 Woodward Avenue, Suite 500
Detroit, Michigan 48226
Attention: Corporation Counsel

With a copy to:

The Detroit Economic Growth Corporation
500 Griswold, Suite 2200
Detroit, Michigan 48226
Attention: General Counsel

All Notices shall be deemed given on the date of mailing. Either Party to this Agreement may change its address for the receipt of Notices at any time by giving notice thereof to the other as herein provided. Any Notice given by a Party hereunder must be signed by an authorized representative of such Party.

12. City may terminate this Agreement at its convenience at any time by giving the EDC a written Notice of Termination at least sixty (60) days before the effective date thereof. Upon such receipt of a Notice of Termination, EDC shall immediately cease to incur any further obligations with respect to the Planning Services and begin to wind down its operations related thereto. The EDC will be entitled to retain such portion of the City Funds for all amounts owed for work completed by EDC or its contractors for Planning Services up to the termination date given by the City in its Notice of Termination, or such later date as required by EDC's third party contract for the Planning Services. Conversely, EDC shall return such portion of the City Funds for Planning Services, including the applicable portion of the Administrative Fee, that have yet to be completed by the termination date given by the City in its Notice of Termination.
13. This Agreement may be executed in any number of counterparts. All such counterparts shall be deemed originals and together shall constitute one and the same instrument.
14. This instrument contains the entire agreement between the Parties respecting the subject matter of this Agreement, and all prior negotiations and agreements are merged herein. Neither Party nor its agents have made any representations except those expressly set forth herein, and no rights or remedies are or shall be acquired by the Parties by implication or otherwise unless expressly set forth herein.
15. No amendment to this Agreement will be effective unless it is in writing, expressly makes reference to this Agreement and is executed by a duly authorized representative of each Party.
16. This Agreement shall bind, and the rights, benefits and advantages of this agreement shall inure to the successors of the City and the EDC.
17. This Agreement will become effective upon its approval by Detroit City Council and expire on the date of the last payment of City Funds owed to the EDC for work performed by EDC or its contractors, unless otherwise terminated earlier as provided for herein.

(Signatures commence on next page)

IN WITNESS WHEREOF, EDC and the City, by and through their duly authorized representatives, have executed this Agreement as of the year and date first written above.

Acknowledged and agreed:

THE ECONOMIC DEVELOPMENT
CORPORATION OF THE CITY OF
DETROIT, a Michigan public authority and body
corporate.

By: 

Print Name: KENYETTA B. JONES

Its: Authorized Agent

CITY OF DETROIT,
a Michigan municipal corporation

By: 

Print Name: Janet H. Anderson

Its: Director

Approved as to Form Only:
Counsel to the EDC

By: 

THIS AGREEMENT WAS APPROVED BY
DETROIT CITY COUNCIL ON:

Date

APPROVED AS TO FORM IN ACCORDANCE
WITH § 7.5-206 OF THE 2012 CITY OF
DETROIT CHARTER

Corporation Counsel

Chief Procurement Officer

THIS AGREEMENT IS NOT VALID OR AUTHORIZED UNTIL APPROVED BY
RESOLUTION OF THE CITY COUNCIL AND SIGNED BY THE CITY'S CHIEF
PROCUREMENT OFFICER.

EXHIBIT A

East Riverfront and Entertainment District – Planning Study

SCOPE OF WORK: Comprehensive assessment of the City of Detroit's Riverfront assets and administrative services to manage and oversee the planning study.

DELIVERABLE: Implementation strategy of critical investments for capital improvements to Riverfront assets and a comprehensive business strategy to support the long-term viability of these assets.

Purpose:

Assess the condition of publicly owned assets along the East Riverfront to determine level of capital improvements and economic development strategies.

Hart Plaza – assess current physical conditions, connectivity to the riverfront and downtown through Spirit Plaza and strategies for near-term and long-term capital investments.

Analyze opportunities for an entertainment district for large outdoor events such as music festivals, exhibits, conventions, etc.

General Scope for Study:

- Physical and Environmental Assessments
- Land Use Analysis
- Financial Analysis
- Economic Development and Commercial Opportunities
- Entertainment Opportunities including Venue Capacity Study
- Maintenance and Operations Strategies
- Legal Frameworks
- Long term and short term phasing scenarios

Primary Assets include:

- Spirit Plaza
- Hart Plaza
- Aretha Franklin (Chene) Park
- Erma Henderson Park/Marina
- Jefferson Village/ Marina District



CITY OF DETROIT
PARKS & RECREATION DEPARTMENT
ADMINISTRATION OFFICE

18100 MEYERS
DETROIT, MICHIGAN 48235
(313) 224-1100 • TTY: 711
(313) 224-3544 FAX
WWW.DETROITMI.GOV

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October 1, 2019

Honorable City Council;

Re: Authorization to accept a donation of park improvements from SAY Detroit to be installed at Three Mile-Munich Park.

Detroit General Services Department requests authorization from your Honorable Body to accept a donation of park improvements from SAY Detroit to be installed at Three Mile-Munich Park.

Park improvements will consist of the installation of a concrete pad, eight (8) exercise stations, and cedar fencing. Improvements have an estimated value of \$72,000.00, the cost will be borne by SAY Detroit.

We respectfully request your authorization to accept this donation of park improvements with a Waiver of Reconsideration

Sincerely,

Janet Anderson
Janet Anderson, PhD
Director

OCT 17 2019 MITNB RGL (26)



RESOLUTION

Council Member _____

Whereas, the General Services Department is requesting authorization to accept a donation of park improvements from SAY Detroit to be installed at Three Mile-Munich Park

Whereas, the park improvements consist of the installation of a concrete pad, eight (8) exercise pad, and cedar fencing with an estimated value of \$72,000.00.

Resolved, General Services Department is authorized to accept a donation of park improvements from SAY Detroit to be installed at Three Mile-Munich Park.



APPLICANT SECTION

Requesting Organization Name: SAY DETROIT
Contact Name: MARIE ROSEY ROSENTHAL
Phone: 313 225 1500
Email: ROSEYMARIE18@gmail.com
Address: 2913 TELEGRAPH RD / SOUTHFIELD
48034

Today's Date: 9-26-19
DPRD Property Name: THREE MILE - MUNICIPAL
Property Address: 4369 Three Mile Dr.
Location within the Property: NORTHWEST
QUADRANT

Improvement Type:

☒ Park

☐ Facility (ie Rec Center)

☒ Physical Improvement

☐ Not-Art —————> fill out Donation Letter

☐ Art —————> fill out Art Donation Letter

☐ Maintenance —————> fill out SLA Letter

Improvement Project Description:

(Please specify if any listed funding are for an event / program, or not for a permanent, physical improvement.)

- INSTALL 14'x79' CONCRETE PAD
- 8 EXERCISE STATIONS
- CEDAR FENCING

Estimated Value of Improvement: \$72,000

By submitting this request I/We/Our Organization agree(s) to abide by all rules and policies of the City of Detroit and the General Services Department, Parks and Recreation Division. I/We also agree that all information submitted in this Park Improvement Authorization Form is true and accurate to the best of my/our knowledge and I/We hereby request that the Parks and Recreation Division consider my/our Project for approval. I/We agree at my/our own expense to defend, indemnify, save and hold harmless the City of Detroit, its officers, employees and agents against and from any and all liabilities, obligations, damages, penalties, claims, costs, charges, and expenses (including without limitation, fees and expenses of attorneys, expert witnesses and other consultants) which may be imposed upon, incurred by or asserted against myself/us and/or the City of Detroit by reason of or resulting from my/our use of the DPRD Property named above and construction of this Project as described herein.

Signature: [Signature]

Date: 9-26-19

Print Name: MARIE D. ROSENTHAL

Organization on behalf of: SAY DETROIT

GSD STAFF SECTION

Asset Information:

DPRD Property Number: # 513

Asset Value: \$ 72,000

Asset Life Cycle: 10+ years

Decommission Cost: PDU staff time

Maintenance Information:

GSD Maintenance Requirements: standard
maintenance + upkeep. Same
equipment that we normally put
in parks

GSD Operations Requirements: N/A

GSD Project Coordinator: Arianna Zannetti

Date: 9-27-19

Authorization:

☐ Project Denied

☒ Project Approved as Submitted

☐ Project Approved with Changes: _____

*Approved by GSD Director: Janet Anderson

Date: 10-1-2019

*Requesting Group shall not have approval to make the requested park improvement without the approval of the General Services Department Director



September 26, 2019

To: Janet Anderson, PhD
Director, General Services Department
Detroit Parks and Recreation Division
18100 Meyers Road – Lower Level
Detroit, Michigan 48235

Dear Dr. Anderson:

On behalf of SAY Detroit, I am writing to offer our full assistance in purchasing and installing Outdoor Exercise Equipment (8 “stations”) and Cedar fencing in the northeast quadrant in the Three Mile-Munich Park. The costs, approximating \$72,000 are being borne by the group mentioned above.

These improvements will take place on September 26, 2019. We have worked with community representatives to ensure these improvements are desired.

Like any other city park, the park will be maintained by the City of Detroit for the next five years.

Thank you for your time and consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "Marie D. Rosenthan".

EXECUTIVE DIRECTOR
MARIE D. ROSENTHAN



CITY OF DETROIT
PARKS & RECREATION DEPARTMENT
ADMINISTRATION OFFICE

18100 MEYERS
DETROIT, MICHIGAN 48235
(313) 224-1100 • TTY: 711
(313) 224-3544 FAX
WWW.DETROITMI.GOV

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October 7, 2019

Honorable City Council;

Re: Authorization to accept a donation of park improvements from DTE Energy to be installed at Michigan Third Street Park.

Detroit General Services Department requests authorization from your Honorable Body to accept a donation of park improvements from DTE Energy to be installed at Michigan Third Street Park.

Park improvements consist of adding landscaping and beautifying the park. An estimated cost of \$20,000 will be borne by DTE Energy; and they will maintain the landscaping for the next five years.

We respectfully request your authorization to accept this donation of park improvements with a Waiver of Reconsideration

Sincerely,

Janet Anderson

Janet Anderson, PhD
Director

OCT 17 2019 MTNB RGL(20)



RESOLVED

Council Member _____

Whereas, the General Services Department is requesting authorization to accept a donation of park improvements from DTE Energy to be installed at Michigan Third Street Park,

Whereas, the total cost of \$20,000 will be borne by DTE Energy. The organization will also purchase and install the materials needed to beautify and landscape the park,

Resolved, General Services Department is authorized to accept a donation of park improvements from DTE Energy to landscape and beautify Michigan Third Street Park.

426
868 Michigan

August 26, 2019

Jan Anderson, Director
Detroit Parks and Recreation Division
General Services Department
18100 Meyers Rd
Detroit, MI

Dear Dr. Anderson,

On behalf of DTE, I am writing to offer our full assistance in purchasing and installing landscape improvements at Michigan Ave/Third/Bagley in Michigan Third Street Park (Triangle Park - General Thaddeus Kosciusko). The costs, approximately \$20,000 are being borne by the group mentioned above. These improvements will take place in early September 2019. We have worked with community representatives to ensure these improvements are desired. DTE is signing an agreement with the Downtown Detroit Partnership (DDP) to maintain this site for the next five years.

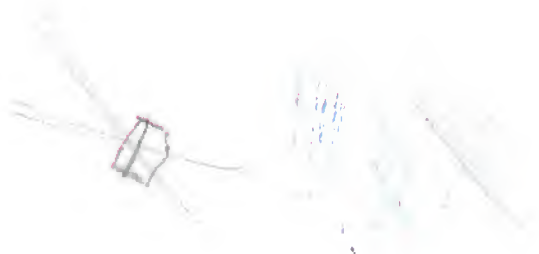
Thank you for your time and consideration.

Sincerely,



Kevin Waskelis
Senior Strategist
Public Affairs, DTE Energy

CC: Alana Tucker, DDP
Jim Schultz, MDOT





GENERAL SERVICES DEPARTMENT
**Parks & Recreation
Division**

Improvement Authorization Form

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APPLICANT SECTION

Requesting Organization Name: DTE
Contact Name: Kevin Waskelis
Phone: 313-699-0072
Email: kevin.waskelis@dteenergy.com
Address: _____

Today's Date: August 26, 19
DPRD Property Name: Michigan Third Street Park
Property Address: _____
Location within the Property: _____

Improvement Type:

☒ Park

☐ Facility (ie Rec Center)

☒ Physical Improvement

☒ Not-Art ———> fill out Donation Letter

☐ Art ———> fill out Art Donation Letter

☒ Maintenance ———> fill out SLA Letter

Improvement Project Description:

(Please specify if any listed funding are for an event / program, or not for a permanent, physical improvement.)

Permanent Improvement - landscaping

Estimated Value of Improvement: \$20,000

By submitting this request I/We/Our Organization agree(s) to abide by all rules and policies of the City of Detroit and the General Services Department, Parks and Recreation Division. I/We also agree that all information submitted in this Park Improvement Authorization Form is true and accurate to the best of my/our knowledge and I/We hereby request that the Parks and Recreation Division consider my/our Project for approval. I/We agree at my/our own expense to defend, indemnify, save and hold harmless the City of Detroit, its officers, employees and agents against and from any and all liabilities, obligations, damages, penalties, claims, costs, charges, and expenses (including without limitation, fees and expenses of attorneys, expert witnesses and other consultants) which may be imposed upon, incurred by or asserted against myself/us and/or the City of Detroit by reason of or resulting from my/our use of the DPRD Property named above and construction of this Project as described herein.

Signature: _____

Date: August 26, 2019

Print Name: Kevin Waskelis

Organization on behalf of: DTE

Please return this form to: Juliana Fulton
fultonj@detroitmi.gov
313-628-2365

General Services
18100 Meyers Rd, Upper Level
Detroit MI 48235

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GSD STAFF SECTION

Asset Information:

DPRD Property Number: 426

Asset Life Cycle: 20 YEARS

Asset Value: \$20,000

Decommission Cost: \$ 5,000

Maintenance Information:

GSD Maintenance Requirements: None for
5 YEARS. WILL HAVE TO
RENEGOTIATE DEAL AFTER 5 YEARS.
COD is not a part of the deal.

GSD Operations Requirements: None for
5 YEARS. GSD Has not
Committed to any maintenance
or operational functions

GSD Project Coordinator: ^{DTE} JOHN DEZUTER

Date: 9/9/2019

Authorization:

☐ Project Denied

☒ Project Approved as Submitted

☐ Project Approved with Changes: _____

*Approved by GSD Director:

Janet Anderson

Date: 9-10-2019

*Requesting Group shall not have approval to make the requested park improvement without the approval of the General Services Department Director